

Auth THE *Painter*
Compleat English Copyholder:

OR, A

Guide to Lords of Manors, Justices of the Peace, Tenants, Stewards, Attornies, Bailiffs, Constables, Gamekeepers, Haywards, Reeves, Surveyors of the Highways, &c. being the Common and Statute Law of *England*, together with the adjudged Cases relating to Manors, Copyhold Estates, Courts-Leet and Courts-Baron, Common Placed;

CONTAINING

The whole Practice of the Court-Leet, Court of ancient Demesne, Court-Baron, and Musick-Court of the Honour of *Tisbury*, and the Business of a Mayor in all its Branches.

AND ALSO

The Tenures, Customs, and Usages of several Manors in *England* and *Wales*, shewing who has Right to attend the Coronation of the Kings and Queens of *Great Britain*, or to perform other Services to them, or the Lords of the several Manors, collected from Records, Manuscripts, and printed Books;

WITH

Directions for distraining for Rent; by the late Sir *Baltholomew Shower*.

VOL. II.

By a GENTLEMAN of the *Inner Temple*.

In the SAVOY:

Printed by E. and R. NUTT, and R. GOSLING, (Assigns of E. Sayer, Esq;) for J. J. and Manby at the West End of *St. Paul's Churchyard*; Batley and Wood at the Dove in *Pater-Noster-Row*; Ward and Chandler, at the Ship, between the *Temple Gate*, in *Fleet-Street*, and sold at their Shop in *Scarborough*. MDCCXXXV.

Marriage.

A Form of a Settlement of a Copyhold Estate in Consideration of a Marriage lately had and solemnized, and of 3000l. Portion.

‘ **T**His Indenture Quadripartite made, &c. between G. C. the Elder, of, &c. and G. C. the younger, Son and Heir apparent of the said G. C. the Elder, of the first Part, Sir W. J. of, &c. and J. C. second Daughter of the said Sir W. J. and now Wife of the said G. C. the Younger, of the second Part, F. J. of, &c. and A. B. of, &c. of the third Part, and Sir J. P. of, &c. and Sir R. P. of, &c. Bart. of the fourth Part; Whereas a Marriage was lately had and solemnized between the said G. C. the Younger, and the said J. his now Wife; In Consideration thereof and of 3000l. Portion paid by the said Sir W. J. to the said G. C. the Elder, before the Solemnization of the said Marriage, he the said G. C. the Elder did (amongst other Things) covenant, promise and agree to make a Surrender of all his Copyhold Messuages, Lands, Tenements and Hereditaments holden of the Manor of, &c. wherein he had any Estate either in Possession, Reversion or Remainder, either in Law or Equity, into the Hands of the Lord of the said Manor, according to the Custom of the said Manor to and for such Uses, Intents and Purposes, and under such Provisoos, Limitations, Trusts and Appointments, as should be by one Writing indented, to be made for that Purpose, and intended to bear even Date with the said Surrender, limited, declared and appointed: And whereas the said G. C. the Elder, in Pursuance and Performance of his said Agreement, Covenant and Promise,

C c

• mise, hath, at a Copyhold Court holden for the
• said Manor of, &c. on this present Day of *April*,
• surrendered into the Hands of the Lord of the
• said Manor, by the Acceptance of the Steward,
• according to the Custom of the said Manor, all
• his said Copyhold Messuages, Lands, Tenements
• and Hereditaments in the said Surrender particu-
• larly mentioned and expressed, to the Uses, Intents
• and Purposes, and under the Provisoos, Trusts,
• Limitations, Directions, and Appointments here-
• in after by these Presents limited, declared and
• appointed, this present Indenture being made
• for that Purpose: *Now this Indenture witnesseth,*
• That for and in Consideration of the said Mar-
• riage and Portion, and for the Settling of Part of
• a competent Jointure or Livelihood on the said
• J. C. and in further Pursuance and Performance
• of the said Agreement, Covenant, and Promise,
• and in Consideration of the natural Love and
• Affection which he the said G. C. the Elder bear-
• eth to the said G. C. the Younger, and for a Pro-
• vision for the Children of the said G. C. the
• Younger, on the Body of the said J. begotten,
• or to be begotten, and to the Intent to limit,
• declare, and appoint the said Uses, Provisoos, Li-
• mitations, Trusts and Appointments, for and con-
• cerning the said Copyhold Messuages, Lands, Te-
• nements and Hereditaments in the said Surrender
• mentioned, and for divers other good Causes and
• Considerations him the said G. C. the Elder there-
• unto moving, he the said G. C. the Elder, hath
• limited, declared and appointed, and by these Pre-
• sents, doth for himself and his Heirs, limit, declare
• and appoint, and it is in and by these Presents, and
• by all and every the Parties hereunto, limited, de-
• clared and appointed, that the said Surrender of
• the said Copyhold Messuages, Lands, Tenements
• and Hereditaments shall be and enure, and the
• said

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said Copyhold Messuages, Lands, Tenements and
 Hereditaments in the said Surrender contained,
 and every Part and Parcel thereof, shall be and
 enure, and are hereby limited and declared to be
 and enure to and for the Uses, Intents and Pur-
 poses, and under the Provisoes, Limitations,
 Trusts and Appointments herein after mentioned
 and expressed, and to and for no other Use, In-
 tent or Purpose whatsoever (that is to say) To
 the Use and Behoof of the said G. C. the
 Younger, for and during the Term of his natural
 Life, and from and after the Decease of the said
 G. C. the Younger, to the Use of the said J. his
 now Wife, for and during the Term of her natural
 Life, in Part of her Jointure, and immediately
 after the Decease of the longer Liver of them, the
 said G. C. the Younger, and J. To the Use and
 Behoof of the said Sir W. J. F. J. A. B. Sir J. P.
 and Sir R. P. their, &c. for and during the
 Term of 200 Years, from thenceforth fully to be
 compleated and ended, upon such several Trusts
 and Confidences nevertheless, and to such In-
 tents and Purposes as are herein after expressed
 and declared concerning the said Term and E-
 state, and from and after the Expiration and Sur-
 render, or other sooner Determination of the said
 Estate, to the Use and Behoof of the said Sir
 W. J. his, &c. upon the Trust and Confidence,
 that they shall permit and suffer the first Son of
 the said G. C. the Younger, on the Body of the
 said J. begotten, or to be begotten, and the
 Heirs Males of the Body of such first Son lawfully
 issuing, to receive the Rents, Issues, and Pro-
 fits thereof; and for Default of such Issue, upon
 this further Trust and Confidence, that they shall
 permit and suffer the second Son of the said G. C.
 the Younger, on the Body of the said J. begot-
 ten, or to be begotten, and the Heirs Males of

the Body of such second Son lawfully Issuing, to receive the Rents, Issues and Profits thereof, and in Default of such Issue, upon this further Trust and Confidence, that they shall permit and suffer the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the Son and Sons of the said G. C. the Younger, on the Body of the said J. begotten, or to be begotten, severally and successively one after another, in Order and Course as they shall be in Seniority of Age and Priority of Birth, and the several Heirs Males of their several and respective Bodies lawfully issuing, to receive the Rents, Issues and Profits thereof; every Elder of the said Sons, and their Heirs Males of his Body being always preferred before the Younger, and the Heirs Males of their Bodies; and for Default of such Issue, in Case the said J. shall happen to be *enseint* of a Child or Children by him the said G. C. the Younger, at the Time of his Decease; and shall be after delivered of such Child or Children, and such after-born Child or Children shall happen to be a Son or Sons, then upon this further Trust and Confidence, that they shall permit and suffer all and every such after-born Son and Sons severally and successively one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such after-born Son and Sons lawfully issuing, and the Elder of such after-born Son and Sons lawfully issuing, and the Heirs Male of his Body issuing, being always to be preferred, and to take before the Younger of such after-born Sons, (and the Heirs Male of his and their Bodies issuing) to receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit; and for Default of such Issue, upon this further Trust and Confidence,

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' fidence, that the said Sir *W. J.* his Heirs and As-
 ' signs, shall surrender the said Premises to the
 ' Use and Behoof of the said *F. J. A. B. Sir J. P.*
 ' and Sir *R. P.* their, &c. for the Term of 300
 ' Years from thenceforth next ensuing, fully to be
 ' compleated and ended, upon such Trust and Con-
 ' fidence nevertheless, and to such Intents and Pur-
 ' poses, as are herein after expressed and declared
 ' concerning the same Term and Estate; and from
 ' and after the Expiration or other Determination
 ' of the same Estate and Term of Years, upon this
 ' further Trust and Confidence, that the said Sir
 ' *W. J.* his Heirs and Assigns, shall surrender the
 ' said Premises, and every Part thereof, to the
 ' Use and Behoof of the said *G. C.* the Elder, his
 ' Heirs and Assigns for ever; and as for and con-
 ' cerning the said Term of Two hundred Years li-
 ' mited to the said *F. J. A. B. Sir J. P.* and Sir
 ' *R. P.* their, &c. it is hereby declared and agreed
 ' by and between all the said Parties to these Pre-
 ' sents, and the true Intent and Meaning of them,
 ' and every of them, and of these Presents, is,
 ' that the said Term and Estate of 200 Years here-
 ' in before limited to the said *F. J. A. B. Sir J. P.*
 ' and Sir *R. P.* their, &c. as aforesaid, together
 ' with one other Term of 200 Years limited to the
 ' said Persons, of other Lands and Tenements of the
 ' said *G. C.* the Elder, by one Indenture bearing
 ' even Date with these Presents, and made, or, &c.
 ' between the said Parties to these Presents, are
 ' and is upon this Special Trust and Confidence,
 ' That the said *F. J. A. B. Sir J. P.* and Sir *R. P.*
 ' and the Survivor and Survivors of them, and the
 ' Executors and Administrators of such Survivor
 ' shall and will out of the Rents, Issues and Profits
 ' of the said Copyhold Messuages, Lands, and
 ' Premises so to them limited, or by Sale, Demise

or Mortgage, of the said Premisses, or any Part thereof, for all or any Part of the said Term of 200 Years, or otherwise, as to them shall seem meet, levy and raise such Sum and Sums of Money not exceeding the Sum of 4000 £ in the Whole, for the younger Sons and Daughters of the said G. C. the Younger, on the Body of the said J. C. begotten, or to be begotten, and pay, or cause to be paid, the said Sum and Sums of Money, to his said Sons and Daughters, or any of them, at the Time and Times, and in such Sort, Manner and Proportion, as the said G. C. the Younger, by any Deed or Deeds, Writing or Writings, to be seal'd and subscribed by him the said G. C. the Younger, in the Presence of two or more credible Witnesses, or by his Last Will and Testament, in Writing, to be subscribed by him in the Presence likewise of Two or more credible Witnesses, shall declare, limit and appoint; and upon this further Trust and Confidence, and to the Intent that after all the said Sums of Money shall be raised and levied as aforesaid, together with the Charges and Expenses in and about the Raising and Levying thereof, or that any Person or Persons, who by Virtue of any Limitation herein contained, shall be of the said Copyhold Messuages and Premisses, or any Part thereof, seised, or any in Trust for them, of any Estate of Inheritance, or for Life, in Reversion, or Remainder expectant upon the said Term of 200 Years, shall pay the same, or so much thereof as shall be unlevied; that then, and at any Time after, as also in Case there be no such younger Sons or Daughters at the Time of the Commencement of the said Term of 200 Years, nor that the said J. shall be *enseint* of any younger Son or Daughter begotten by the said G. C.

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' G. C. the younger, which shall after be born
 ' alive, or that all such younger Sons and Daugh-
 ' ters of the said G. C. the younger shall hap-
 ' pen to die before they attain the Time to be ap-
 ' pointed by the said G. C. the younger for their
 ' receiving of their said Portions of the said Sums
 ' of Money, as aforesaid; or for want of such Ap-
 ' pointment, they the said F. J. A. B. Sir J. P. and
 ' Sir R. P. their, &c. shall and will at the reasonable
 ' Request, and at the proper Costs and Charges of
 ' such Person or Persons to whom the immediate
 ' Estate of Inheritance or for Life of and in the
 ' said Copyhold Messuages, Lands and Premises
 ' expectant upon the Determination of the said
 ' Term of 200 Years, shall by the true Intent
 ' and Meaning of these Presents belong or apper-
 ' tain, assign, surrender and yield up the said
 ' Estate and Term of Years to such Person or
 ' Persons so requiring the same. And it is hereby
 ' declar'd and agreed, by and between all the said
 ' Parties to these Presents; and the true Intent and
 ' Meaning of them, and of every of them, and of
 ' these Presents, is, That the said Term and Estate
 ' for 300 Years herein before likewise limited unto
 ' the said F. J. A. B. Sir J. P. and Sir R. P.
 ' their, &c. as aforesaid, together with one other
 ' Term of 300 Years, limited to the same Per-
 ' sons, of other Lands and Tenements of the said
 ' G. C. the elder, by one Indenture bearing even
 ' Date with these Presents, and made or, &c. by
 ' and between all the said Parties to these Presents,
 ' are and is upon this Special Trust and Confidence,
 ' and to the Intent and Purpose, that in Case the
 ' said G. C. the younger shall have a Daughter
 ' or Daughters by the said J. C. which shall be
 ' living at the Time of his Decease, or born af-
 ' ter, which Daughter or Daughters shall live to
 ' attain the Age of Eighteen Years, or to be mar-

ried, that then they the said *F. & A. B.*
Sir Y. P. and *Sir R. P.* or the Survivor or Survivors
of them, or the Executors or Administrators of
such Survivors, shall and will by, with and out
of the Rents, Issues and Profits of the said
Copyhold Messuages, Lands and Premisses so to
them limited, or by Sale, Demise or Mortgage
thereof, or of any Part thereof, for all or any Part
of the said Term of 300 Years, or otherwise,
as to them shall seem meet, levy and raise such
Sum and Sums of Money for the Portion or Por-
tions of such Daughter or Daughters in such
Sort and Proportion, and to be paid in such
Manner and Form as is herein after mentioned;
(that is to say) in Case there shall be one such
Daughter and no more, then the Sum of 3000 *l.*
shall be levied and raised for the Portion of
such only Daughter; and in Case there shall
be two or more such Daughters, then the Sum
of 4000 *l.* shall be levied and raised for the
Portions of the said Daughters, to be equally
divided between them; which said Portion or
Portions shall be paid unto such Daughter or
Daughters which shall not be born or shall be
unmarried, and under the Age of Eighteen
Years, at the Time of the Commencement of
the said Term of 300 Years respectively, at
the Day or Days of her or their respective Mar-
riage or Marriages, (so as they marry with the
Consent of the said Trustees, or some or one of
them, if under the Age of Fourteen Years) or
at her or their respective Age or Ages of Eigh-
teen Years, whichever shall first happen; but if she or they, or any of them shall be mar-
ried, or have attained to the said Age of Eigh-
teen Years, before the Commencement of the
said Term of 300 Years, then the Portion of
such Daughter or Daughters which shall be mar-
ried,

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ried, or shall have attain'd to the Age of Eighteen Years before the Commencement of the said Term, shall be paid unto him or them respectively within one Year after the Commencement of the said Term of 300 Years; and upon this further Trust and Confidence, that the said Trustees and the Survivor and Survivors of them, and the Executors, Administrators and Assigns of such Survivor shall raise in Manner aforesaid, and pay to the said Daughter and Daughters, till her and their Portion and Portions shall be due and payable, such yearly Sum and Sums of Money for their Education and Maintenance, and at such Time and Times, and in such Manner as they or any of them shall think fit, so as they pay to no one Daughter above the yearly Sum of 26*l*. and upon this further Trust and Confidence, and to the Intent that after all the said Portions shall be raised, together with the Charges in and about the levying and raising thereof, or that any Person or Persons, who by Virtue of any Limitation herein contain'd, shall be of the said Copyhold Messuages, Lands and Premises, or any Part thereof, seised, or any in Trust for them, of any Estate of Inheritance, or for Life, in Reversion or Remainder of the said Term of 300 Years, shall pay the same, or so much thereof as shall be unlevied; That then, and at any Time after, as also in Case there shall be no such Daughter or Daughters at the Time of the Commencement of the said Term or Estate of 300 Years, nor that the said J. shall then be *enseint* of any Daughter begotten by the said G. C. the younger, which shall be after born alive, or that all such Daughters shall happen to die before any of them attain the Age of Eighteen Years, or be married, they the said

said F. J. A. B. Sir J. P. and Sir R. P. their,
 &c. shall and will at the reasonable Request and
 proper Costs and Charges of such Person or Per-
 sons to whom the immediate Estate of Inheri-
 tance, or for Life, or the Trust of and in the
 said Copyhold Messuages, Lands and Premises
 expectant upon the Determination of the said
 Term of 300 Years, shall by the true Intent and
 Meaning of these Presents, belong or appertain,
 assign, surrender and yield up the said Estate and
 Term of Years unto such Person or Persons so
 requiring the same. Provided always, and it is
 covenanted, declared and agreed, by and between
 all the said Parties to these Presents, and it is
 the true Intent and Meaning of them and every
 of them, and of these Presents, and it is hereby
 declared, limited and appointed, that it shall and
 may be lawful, to and for the said G. C. the
 younger; and the said G. C. the younger shall
 have full Power and Authority by any Deed or
 Deeds, Writing or Writings to be by him seal-
 ed and subscribed in the Presence of three or
 more credible Witnesses, to declare, limit or
 appoint the Copyhold Messuages, Lands, Tene-
 ments and Hereditaments therein after particu-
 larly mention'd, (that is to say) the Mansion-
 house at, &c. with their and every of their
 Appurtenances in S. aforesaid, and every or
 any Part or Parcel thereof, to any Woman or
 Women that at any Time hereafter he the said
 G. C. the younger shall happen to marry, for
 the Term of the Life or Lives only of such Wo-
 man or Women, for her and their respective
 Jointure or Jointures, or Livelihood, and in
 Lieu of her Dower and Thirds at the Com-
 mon Law; and it is hereby declar'd, limited
 and appointed, That the said Surrender herein
 before recited as to the said Messuages and other
 the

the last mention'd Premises, from and after such
 Declaration, Limitation and Appointment of the
 said G. C. the younger, shall be and endure to
 the Use of the said Woman or Women from
 the Time as he shall happen to marry, for and
 during her or their Natural Life or Lives for
 their respective Jointure or Jointures, or Live-
 lihood, as aforesaid; any Thing herein to the
 contrary in any wise notwithstanding. Provided
 always, and it is further covenanted, declared
 and agreed by and between all the said Parties
 to these Presents, and the true Intent and Mean-
 ing of them, and of these Presents, and of the
 said Surrender, was and is, That if the said
 G. C. the younger, and J. his Wife, or the
 Survivor of them, by and with the Advice and
 Consent of the said Sir W. J. and G. C. the
 elder, during their Joint Lives; and if it shall
 happen that the said Sir W. J. shall die first,
 then after the Decease of the said Sir W. J.
 by and with the Advice and Consent of the
 said G. C. the elder, with F. J. and A. B. or
 either of them; and if it shall happen that the
 said G. C. the elder shall die before the said
 Sir W. J. then after the Decease of the said
 G. C. the elder, by and with the Advice and
 Consent of the said Sir W. J. with the said Sir
 J. P. and Sir R. P. or either of them, shall be
 minded to sell and dispose of the said Premises
 in S. aforesaid, or any Part thereof; That then
 and in such Case it shall and may be lawful to and
 for the said G. C. the younger, and J. his
 Wife, and the Survivor of them, and the said
 Sir W. J. to Surrender the said Premises, all or
 any Part thereof as shall be agreed to, as aforesaid,
 into the Hands of the Lord of the said
 Manor of, &c. to such Person and Persons, and
 for such Estate and Estates, and to such Uses,
 Intents

' Intents and Purposes, as by the said G. C. the
 ' younger, and J. his Wife, or the Survivor of
 ' them, by and with the Consent aforesaid,
 ' shall be limited and declared, and that such
 ' Surrender or Surrenders of the said Premises,
 ' or any Part thereof by the said G. C. the
 ' younger, and J. his Wife, or the Survivor of
 ' them, and the said Sir W. J. and the Estate and
 ' Estates, Uses, Intents and Purposes limited and
 ' declar'd thereupon, shall be good and effectual
 ' in Law to all Intents and Purposes, any Thing
 ' herein before to the contrary in any wise not-
 ' withstanding. And it is further provided, co-
 ' venanted, declar'd and agreed, by and between
 ' all the said Parties to these Presents, and the
 ' true Intent and Meaning of them, and of these
 ' Presents, was and is, that all the said Monies,
 ' and every Part thereof, that shall be raised by
 ' such Sale of the said Premises, or any Part
 ' thereof, shall be laid out to purchase other
 ' Lands, Tenements and Hereditaments in some
 ' other Place to be agreed on as aforesaid; and
 ' that the said other Lands, Tenements and Here-
 ' ditaments so purchased, and every Part thereof,
 ' shall immediately upon the said Purchase be
 ' convey'd and settled to and upon the same Uses,
 ' Trusts, Intents and Purposes, and subject unto
 ' and under the said Limitations, Proviso's, Clauses
 ' and Appointments, as the said Copyholds, Te-
 ' nements and Premises are hereby limited, as-
 ' sured and conveyed, and to no other Uses,
 ' Trusts, Intents and Purposes whatsoever. Pro-
 ' vided always, and it is hereby further declar'd
 ' and agreed, and the Intent of all the said Par-
 ' ties, and of these Presents is, That every of the
 ' said Limitations and Estates of the Premises
 ' shall take Effect and stand good, and be en-
 ' joyed according as the said respective Limitati-
 ' ons and Estates of the Premises, or of the
 ' Trusts

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' Trusts thereof, shall in Priority of Time be
 ' made, limited, &c. one before the other, by
 ' Force of any Power or Proviso aforesaid, The
 ' Intent of all the Parties to these Presents being,
 ' that none of the subsequent Limitations or
 ' Estates thereof shall determine, charge, change
 ' or make void the former; but every such Li-
 ' mitation and Estate to be in Force, take Effect
 ' and continue respectively and in order, as eve-
 ' ry such Limitation or Estate shall precede the
 ' others in Point of Time and Creation, without
 ' Respect at all to the Order of penning or placing
 ' the same Powers or Provisoes aforesaid, menti-
 ' oned in this present Indenture; and the said
 ' G. C. the elder for himself, his, &c. and for
 ' every of them, doth covenant, grant and agree,
 ' to and with the said Sir *W. J. F. J.* and *A. B. &c.*
 ' their, &c. by these Presents, that the said Mes-
 ' suages, Lands, Tenements and Hereditaments,
 ' and all and singular other the Premises before by
 ' these Presents mention'd to be surrender'd, con-
 ' vey'd, settled and assur'd, and every Part and
 ' Parcel thereof, now are and be freely and clearly
 ' acquitted, exonerated and discharg'd, or other-
 ' wise shall be well and sufficiently saved, de-
 ' fended, kept harmless, and indemnified, by
 ' him the said G. C. the elder, his, &c. of and
 ' from all and all Manner of former and other Sur-
 ' renders, Grants, Leases, Jointures, Dowers, In-
 ' tails, Judgments, Statutes, Recognisances, Ex-
 ' tents, Executions, Rent-Charges, Rents-Seck,
 ' and of and from all other Estates, Rights, Titles,
 ' Troubles, Forfeitures, Charges and Incumbrances
 ' whatsoever in Law and Equity, heretofore had,
 ' made, committed, done, or wittingly or willingly
 ' omitted, suffer'd or assented unto, or hereafter to be
 ' had, made, committed, done, or wittingly or wil-
 ' lingly omitted, suffer'd or assented unto by him the
 ' said G. C. the elder, his Heirs or Assigns, or any of
 ' them,

' them, or any other Person or Persons whatsoever,
 ' any lawful Estate, Right, Title or Interest in
 ' or unto the said Premises, or any Part or Parcel
 ' thereof, lawfully having or claiming by, from or
 ' under him, them, or any of them, (except one or
 ' more Surrenders to N. B. and P. G.) and the
 ' said G. C. the elder, for himself, his, &c. doth
 ' hereby covenant to do and execute all and every
 ' other Act or Acts, Thing or Things, Surrender
 ' or Surrenders, Conveyance or Conveyances, As-
 ' surance or Assurances in the Law whatsoever, for
 ' the farther assuring the Premises to the Intents and
 ' Purposes herein before-mention'd. *In Witness, &c.*

*A Form of a Settlement, before Marriage, of
 a Copyhold Estate, where by the Custom
 of the Manor, there is a Dead Year, after
 the Death of every Tenant, grantable
 by the Tenant in his Life-time, and the
 Widow enjoys the Estate whilst she con-
 tinues chaste, if he do not surrender or
 alien it in his Life; with Provision, That
 the Goods of the Wife shall remain in her
 own Disposal, and that her Husband's
 Name may be made Use of, to sue for her
 Debts, but the Money to be secur'd by
 Trustees to her Use.*

' **T**HIS Indenture tripartite made, &c. be-
 ' tween M. F. of N. in the County of H.
 ' Widow, late Wife and Relict of E. F. late of,
 ' &c. Gent. deceased, on the first Part, and T. S.
 ' of, &c. Gent. on the second Part, and E. L. of,
 ' &c. Gent. T. B. of, &c. J. B. of, &c. Gent.
 ' and J. P. of, &c. Gent. on the third Part.
 ' Whereas the said M. is now possessed in a perso-
 ' nal Estate of Money, Debts owing by Bond and
 ' Securi-

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Securities, and otherwise above the Value of
300 *l.* and of Goods, Chattels and Utensils of
Household, according to the Inventory or Note
of Particulars thereof hereunto annexed and ex-
pressed, and whereas the said *T. S.* is now seised
in Possession of a Copyhold Estate of Lands and
Tenements for Term of his Life, lying and be-
ing in *S.* within the Manor of *W.* in the said
County, of the yearly Value of 40 *l.* or there-
abouts, by Virtue of a Copy of Court-Roll, and
Grant of the said Copyhold Premisses, by *R. B.*
then Serjeant at Law, at a Court of the said Ma-
nor of him the said *R. B.* holden the eighth Day
of *September*, in the Year 1733. as by the same
Copy under the Hand and Seal of him the said
R. B. and subscribed by *G. B.* his then Steward,
appeareth, unto which Copyhold Premisses there
is a Dead Year belonging, according to the Cu-
stom of that Manor, after the Death of the Te-
nant thereof dying seised in Possession, disposale
by such Tenant in his Life-time, or else to be
enjoyed by his Executors or Administrators; and
whereas also by the Custom of the said Manor,
the Wife of such Tenant (if she survive him) is
to hold and enjoy the said Copyhold Estate du-
ring the Time of her Widowhood, keeping her
self chaste; and whereas a Marriage is intended
to be had and solemnized between the said *T. S.*
and the said *M. F.* it is agreed between all the
said Parties to these Presents, and the said *T. S.*
for himself, his Heirs, Executors and Administra-
tors, doth hereby covenant, promise and grant to
and with the said *E. L. T. B. J. B.* and *J. P.* and
to and with every of them, their and every of
their Executors and Administrators, that he the
said *T. S.* shall not and will not surrender, yield
up, or make void the said Copyhold Estate,
whereby she the said *M.* may be defeated of her
Widow's Estate in the same Copyhold Premisses,
after

after the Death of him the said T. S. if the said
 Marriage take Effect, and in case she shall him
 survive; and also he the said T. S. doth hereby
 grant unto the said E. L. T. B. J. B. and J. P.
 and the Survivors of them, the Dead Year of the
 said Copyhold Premises, to hold to them and the
 Survivors of them immediately from and after the
 Death of the said T. S. in Trust for her the said
 M. in case the said Marriage shall take Effect, and
 she survive him the said T. S. And the said T. S.
 doth also covenant, grant and agree to and with
 the said E. L. T. B. J. B. and J. P. and to and
 with every of them, their, and every of their
 Executors and Administrators, that he the said
 T. S. his Executors, Administrators, and Assigns,
 shall not intermeddle with, claim, take, or dis-
 pose of any other the aforesaid Personal Estate,
 Money, Goods or Chattels of the said M. saving
 only the Sum of 300 l. in Money, and no more;
 but that the said T. S. shall be contented and
 satisfied with the aforesaid Sum of 300 l. and no
 more, as a full Marriage-Portion to him with the
 said M. if the said Marriage shall take Effect, and
 that the said M. shall have full Power by her Last
 Will, or otherwise, to dispose of all or any the
 Rest of her Estate to any other Person or Persons,
 other than the said T. S. without any Let or
 Contradiction of him the said T. S. to hinder or
 let the same, and the said M. F. by and with the
 Consent of the said T. S. as well in Consideration
 of the Sum of, &c. to her paid by the said E. L.
 T. B. J. B. and J. P. or one of them, as also
 to preserve the Interest and Property of all and
 singular the Goods, Chattels and Implements of
 Household, now of her the said M. in the Sche-
 dule, or Note of Particulars thereof hereto an-
 nexed and specified, so that he the said T. S.
 may not have any Power or Disposal of them, she
 the said M. hath given, granted, bargained and
 sold

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sold, and doth hereby give, grant, bargain, sell, and
 deliver unto the said *E. L. T. B. J. B. and J. P.*
 their Executors, Administrators or Assigns, all and
 singular the said Goods, Chattels and Implements
 of Household, to have and to hold to them, their
 Executors, Administrators and Assigns for ever; and
 the said *T. S.* for himself, his Heirs, Executors and Ad-
 ministrators, doth covenant, promise and grant to
 and with the said *E. L. J. B. T. B. and J. P.* and
 to and with every of them, their Executors and
 Administrators, that whereas she the said *M.* hath
 divers Sums of Money owing to her upon Bonds
 and Specialties, and otherwise above the Sum of
 300 *l.* that for Recovery of the said Debts (if
 need require) he the said *T. S.* shall permit and
 suffer the Trustees aforesaid, or any Attorney or
 Attornies, by their Appointment, in the Name
 or Names of them the said *T. S.* and *M.* in Case
 the same Marriage take Effect, to commence Suit
 against, sue and prosecute, all and every the Per-
 son or Persons, as Occasion shall require, for all,
 every, or any of the said Monies that are now
 owing to the said *M.* and that he the said *T. S.*
 shall justify all and every such Actions and Suits,
 and shall not release or discharge the same, or
 any Judgment or Judgments, or Execution there-
 upon to be had, without the Consent of the said
 Trustees, but shall suffer the said Trustees
 to receive the same Monies and every Sum
 thereof and all other the Sum and Sums above
 the Sum of 300 *l.* and to preserve or dispose of
 the same, according to the Trust in them reposed
 by the said *M.* and that the said *M.* shall have
 full Power of the Disposal thereof to any Person
 or Persons, other than the said *T. S.* without any
 Contradiction of him the said *T. S.* or any Threats
 or uncivil Carriage, to deter her the said *M.*

therefrom; and it is further agreed by and between the said *T. S.* and *M. F.* that neither of them nor their Estates shall be charged or chargeable with any the Debts or Engagements of either of the other of them, due or payable before the Date of these Presents; and to that End the said *T. S.* doth covenant, promise and grant to and with the said Trustees before-named, and to and with every of them, that he will pay and discharge all his own particular Debts, or which he is bound for, or stands chargeable to pay to any Person or Persons out of his own particular Estate, without having or craving any of the now Personal Estate of her the said *M.* other than the aforesaid 300 *l.* before-mentioned; and also the said *M. F.* doth hereby agree, that in case the said *T. S.* after the said intended Marriage shall take Effect and be solemnized, shall be questioned or molested for any the proper Debts of her the said *M.* contracted or owing by her before the Solemnization of the said intended Marriage, or for any Legacy or Legacies which she is any Way chargeable to pay to any Person or Persons, that the said Trustees shall have Power and Authority hereby to pay and discharge the said Debts and Legacies, which she the said *M.* is so chargeable to pay, and that out of any her now proper Estate, other than the aforesaid 300 *l.* and in so doing the Trustees shall be discharged of any other Account thereof unto her the said *M.* or to the said *T. S.* after the Solemnization of the said intended Marriage; and the said Trustees and every of them do hereby declare, that they will perform the Trust in them reposed by these Presents, according to the true Intent and Meaning thereof, and do hereby covenant every one of them, one with the other respectively,

not

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' not to act or do any Thing touching the Pre-
 ' misses, without the joint Consent of them all.
 ' In Witness whereof, To the first Part of these Pre-
 ' sents remaining with the said T. S. the said M. F.
 ' and the said Trustees have put their Hands and
 ' Seals; To the second Part of these Indentures
 ' remaining with the said Trustees, the said M. F.
 ' and T. S. have put their Hands and Seals; To the
 ' third Part of these Indentures remaining with
 ' the said M. F. the said T. S. and the said Tru-
 ' stees have put their Hands and Seals, the Day and
 ' Year first above written.

Form of an Admittance on a Marriage Settlement.

TO this Court it is presented by the Jury of
 Homage, That J. B. a Customary Tenant of
 this Manor, who held of the Lord of the Manor a-
 foresaid by Copy of Court-Roll, one Messuage, &c.
 [recite the Premises] in A. within the Manor a-
 foresaid, since the last Court, to wit, the 21st Day
 of May, &c. out of Court surrendered by Rod into
 the Hands of the Lord of this Manor, by the Hands
 and Acceptance of W. M. and K. P. two like Custo-
 mary Tenants of the said Manor, all that, &c. [re-
 cite the Premises]. To the Use and Behoof of the
 said J. B. his Heirs and Assigns, until the Solemniza-
 tion of a Marriage, shortly by the Grace of God,
 to be had and solemnized, between W. B. Son and
 Heir of the said J. B. and C. L. of A. aforesaid,
 Spinster; and from and immediately after the So-
 lemnization of such Marriage, then to the Use and
 Behoof of the said W. B. and C. his intended Wife,
 for and during the Term of their natural Life, and
 the Life of the longest Liver of them, and from and
 after their Decease, then to the Use and Behoof of
 such Child and Children, as should be lawfully be-

gotten by the said W. on the Body of the said C. Share and Share alike, and to the Heirs and Assigns of such Child or Children for ever, according to the Custom of the said Manor; and in Defaults of such Issue, then to the Use and Beboof of the said J. B. his Heirs and Assigns for ever. Now to this Court came the aforesaid W. B. and C. his Wife, in their own proper Persons, and produced a Certificate of such Marriage being solemnized by, &c. [reciting the Certificate]. And humbly desired of the Lord of the said Manor, That they might be admitted to all and singular the said Premises aforesaid, and the Lord of the Manor aforesaid, by his Steward aforesaid, did deliver Seisin, &c. [See Admittance.]

See Curtesy.

St. Mary Church, Co. Glamorgan, Sir Thomas Mansel paid 6 s. 8 d. Rent of Ward and Castle-Gard-Silver to Lord Windsor, for this Manor. From a MS. Survey, taken Anno 1666.

Maulden. See Amphill.

Marins. See Rule.

Mendippe-hills, Co. Somerset, The Customs here being very particular, I shall make no Excuse for inserting them: The Hills abound with many Lead-Mines; and it is free for any *English-man* to work therein, except he has forfeited his Right by Stealing any of the Oar, or Tools, of others. And their Law or Custom in that Case, is very remarkable. The *Groviers* (for so the Miners are called, as the Pits they sink are called *Groves*) living at some Distance, leave their Tools, and the Oar they have got, sometimes open upon the Hill, or at most only shut up in slight Huts; whoever among them steals any Thing, and is found guilty, is thus punished: He is shut up in a Hutt, and then dry Fern, Furzes, and such other combustible Matter, are put round it, and fire set to it. When
it

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it is on fire, the Criminal who has his Hands and Feet at Liberty, may with them [if he can] break down his Hutt, and, making himself a Passage out of it, get free and be gone; but he must never come to work, nor have any more to do, on the Hill. This they call *Burning of the Hill. Camd. Brit. 82.*

Menedop. See **Enfield.**

Mepham, Co. Kent. The Tenants of this Manor amongst other Rents and Services, pay four Bushels of *Malt-Gavel.* *Somner 27.*

Merthyr-Mawr. See **St. Donatts.**

Mesne, A Writ of *Mesne* lieth where there is a Lord, *Mesne* and Tenant, and each holds by Owelty of Services, as by Homage, Fealty, and 20 *l.* yearly Rent. Now if the Tenant be distrain'd by the Lord Paramount for the Rent and Service of the *Mesne* behind, he shall have a Writ of *Mesne* against the Lord who is *Mesne*, and by the Writ he shall recover his Damages if he be distrain'd, otherwise not: And by that Writ he shall be compelled to do the Service, and to pay the Rents. *New Nat. Brev. 316.*

Mete-gavel, Signifies a Rent of Meat or Food. *Taylor of Gavelkind 118.*

Miching. See **Wreck.**

Millbroom. See **Ampthill.**

Mill. If a Copyholder erect a *Mill* upon his Copyhold, it is a *Forfeiture.* *Latch p. 123. Grey against Ulisses.*

Millan, Co. Norfolk, The Custom of this Manor is, If any Copyholder will sell his Land, and agree upon the Price, at the next Court, the next of his Blood, and if he refuse, any other of his Blood, may have the Land. *2 Brownl. p. 199.*

Milton, Sir W. G. was seised in Fee of the Manors of *Great and Little Milton*, and of the re-

puted Manors of *Great and Little Chilworth* in the Parish of *Milton*, and of Lands likewise in *Chilworth*, which he purchased of Sir *M. D.* Anno 30 *Eliz.* and of other Lands which he purchas'd there, Anno 1 *Jac.* which one *Ives* occupied together, until 3 *Jac.* And then in Consideration of the Marriage of Sir *M. G.* his Son with *M. R.* covenants to stand seised of the said Manors of *Great Milton* and *Little Milton*, and of divers Closes in *Chilworth*, and of all his other Lands, Tenements, &c. to the said Manors appertaining, &c. to the Uses following, viz. of the Manor and Premises to the Use of himself for Life, without Impeachment of Waste; and after, of such a Manor and some of the Closes by Name, to the Use of *Anne* his Wife, for her Jointure; and of other the particular Closes before-mention'd, to the Use of *M.* for her Life, for her Jointure; and after the Decease of Sir *W. Anne*, and *M.* to the Use of the said Sir *M. G.* and the Heirs Males of his Body, with a Remainder to his right Heirs: Afterwards Sir *M. G.* and Sir *W. G.* join'd in a Bargain and Sale of the Manors of *Milton* and *Chilworth*, and all the Lands thereto appertaining, and they levied a Fine by the Name of *The Manors*, &c. which Quantity compris'd as well the Freehold Lands as the Manors. The Question was, whether the Parcels of Land divided from the Manor by the Entail, and the Freehold Land lately purchas'd, should pass by this Mortgage? Adjudged, That the Lands intailed, which were Parcel of the Manor, shall not be said to be severed from the Manor: For the Freehold never being severed, but remaining intire in Sir *W. G.* during his Life, shall pass as Parcel of the Manor at the Time of the Mortgage; and that the Freehold bought in and occupied with the Manor, although it was but for two Years before the Mortgage, may pass, being said and reputed Parcel, and by

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by that Name: And the Fine is well enough guided by the Indenture for the Manors and for the Freehold purchas'd, although they were not in Truth Parcel of the Manor; and a little Time is sufficient for the Gaining a Reputation. *Cro. Car.* 308.

See *Amphill, Glatton.*

Mines, A Copyholder of Inheritance may dig for *Mines* in his Land, and so may a *Parson* in his *Glebe.* 1 *Sid.* 152. The Earl of Rutland against *Gie.* See *Coal.*

Minute-Book Is a Book kept by the Steward for Enttring the Proceedings of the Court.

Form of a Minute-Book.

The Manor of } *View of Frank-pledge and Court-*
Glatton. } *Baron of J. C. Esq; held at*
Glatton, April 6, 1734, &c.
before me G. B. Steward.

The Leet Jury.

Ser.	Jacob Abdy	a.
	William Jones	a.
Ser.	James Johnson	a.
	Thomas Truby	a.
	Edward Cocks	a.
	Thomas Brewer	a.
Ser.	John Prior	a.
	Samuel Watts	a.
	William Wilks	a.
	John Trowell	a.
Ser.	William Warner	a.
	Thomas Yarrow	a.
	John Turbutt	a.
Ser.	Stephen Shanks	a.
	Joseph Chandler	a.

The Homage Jury.

Ser.	Joseph Shory	a.
	Richard Duke	a.
Ser.	Thomas Philips	a.
	William Simms	a.
	Thomas James	a.
	Peter Aris	a.
Ser.	John Thomas	a.
	Samuel Jones	a.
	Nicholas Carr	a.
Ser.	Charles Mears	a.
	William Shute	a.
	Thomas Eyre	a.
Ser.	Isaac Leach	a.
	Joseph Briggs	a.

			<i>William Wilks and John Turbutt</i> , fined each 6 s. 8 d. for not appearing, tho' summon'd to be on the Jury.
Quit-Rent	0	4	<i>William Wiseman</i> admitted to a Cottage and five Acres of Pasture, surrender'd to him for Life by <i>Abraham Jaques</i> , on the 27th of Jan. 1733.
Fine	1	4	
Quit-Rent	0	2	<i>Joseph Selby</i> surrender'd in Court two Turf-Lots to the Use of <i>Abraham Jaques</i> , his Heirs and Assigns for ever, and <i>Jaques</i> is admitted.
Fine	0	8	<i>John Hope</i> by Surrender, 3d of Feb. 1733. surrender'd five feeding Parts, to the Use of his Last Will.
Quit-Rent	0	6	<i>Charles May</i> admitted to ten Alder Lots, as Heir at Law to <i>James May</i> , his Uncle, deceased.
Fine	2	0	
Quit-Rent	1	0	<i>Howard Hornby</i> admitted to twenty Acres of Pasture, and two Turf-Lots, devised to him by the Last Will and Testament of <i>William Howard</i> deceased, which was duly proved.
Fine	4	0	<i>Sir John Abbot</i> surrender'd the 5th of Decemb. 1733. one Messuage, &c. to <i>John Prior</i> , upon Condition for Payment of 300 l. on 9th April. 1734.
			<i>James Prince</i> not coming to be admitted to 3 Acres of Meadow surrendered to him on 5th of June, 1732. by <i>John Fairwell</i> , therefore first Proclamation was made.

Misdemeanor. See Fine.

Moderata Misericordia is a Writ that lieth in Case where a Man is amerced in a Court-Baron, (or other Court which is not a Court of Record) outrageously, for Trespas or other Offence; then he may sue this Writ directed unto the Lord of the Court, or unto his Bailiffs, commanding them that they moderately amerce the Party according unto the Quantity of the Trespas, &c. And this Writ is founded upon the Statute of *Magna Charta*, cap. 14. and the Process upon this Writ is *Alias* and *Pluries* and Attachment, and the Attachment shall be awarded against him, against whom the Original Writ was sued; and the Attachment is to be directed to the Sheriff. *New Nat. Brev.* 172, 173.

The Form of the Writ of *Moderata Misericordia*.

THE King to the Bailiff, &c. greeting: Whereas C. hath shewn to us, That he was amerced in the Court of your Lord of J. for a small Offence, for which it happens you from him have demanded a grievous Redemption, contrary to the Tenor of the Great Charter of the Liberty of England, in which it is set forth, That no Freemen shall be amerced but according to the Quantity of the Offence, and this saving his (a) Contenement, and save the Wain of the Villains: Therefore we command that you take Moderate Mercy as to the

(a) Contenement signifieth his Countenance, which he hath together with and by Reason of his Freehold, and therefore is called Contenement or Continance, as the Books of a Scholar are his Countenance. 2 *Inst.* 28. 4.

said

said C. according to the Quantity of his Offence, and that no more Clamour come to us concerning this. Witness, &c.

If a Man be *amerced* in a Court-Baron where he did not any Trespass, but it is so presented by the Inquest, &c. yet it seems he shall not have this Writ, if the *Amerciament* be not outrageous; but if the Steward of his own Head will *amerce* any Tenant or other Party without Cause, the Party shall have an *Action* of Trespass if he be distrain'd for that *Amerciament*, and the Party ought not to sue his Writ of *Moderata Misericordia*. *Ibid.* 73.

If a *Feme Covert* be *amerced* for Trespass, &c. if the Husband be distrain'd for the same, he shall have this Writ, if the *Amerciament* be outrageous. *Ibid.*

What shall be said moderate *Amerciament*, and what not, appeareth by the Words of the said Statute, which saith *Secundum quantitatem delicti*, [according to the Quantity of the Offence] by which it seemeth that if it exceed the Value of the Trespass, it is not a moderate *Amerciament*; and that shall be intended for the Value of the Trespass which is done unto the Lord, and not to him who shall have the *Amerciament*; for if one Tenant do Trespass unto another Tenant, he shall be therefore *amerced* in the Lord's Court by Presentment of the Trespass, but that *Amerciament* shall not be unto the Value of the Damages which is done unto the Tenant, but having Regard unto the Wrong and Offence done unto the Lord for the Wrongs done unto his Tenant. *Ibid.*

If a Man be *Nonsuit* in a Court-Baron, he shall be *amerced*, and if it be outrageous he shall have this Writ of *Moderata Misericordia*; and so shall the

the Defendant if he be *amerced* outrageously in any Suit brought against him, because it is found against him, or that he makes Default to wage his Law at the Day given him in any Plaint sued against him, &c. *Ibid.* 174.

In a Court-Baron if two be *amerced* for one Trespass outrageously, they shall not join in a *Moderata Misericordia*, for they shall be severally *amerced*, although the Trespass be jointly done. And so it is in a Plaint sued by two, if they be *Nonsuit* the *Amerciament* shall be several, and they shall not join in *Moderata Misericordia*; yet if an *Amerciament* be set jointly upon them, then they shall join in the Writ; but if the *Amerciament* which is set be *affeced* by his Peers, then this Writ of *Moderata Misericordia* doth not lie. *Ibid.*

Mol-land signifies Upland, *i. e.* an advanced Situation of a Dairy-Farm in rich Pasture, and the Tenants thereof were wont to be call'd *Molmanni*. *Sommer* 118. *Gurd.* 581.

Molmanni. See **Mol-land**.

Monkton, Co. Kent. The Custom of this Manor was, that after every *Alienation* of any Parcel of Land held of this Manor, the Lord should have a Year and Half Rent for a *Fine*: It was adjudged an unreasonable Custom. And it may be a void Custom to claim a *Fine* upon an *Alienation* for Life, because the Tenure of the Lands is not alter'd by such an *Alienation*, for the Reversion continues as it was before the Land was aliened. 2 *Vent.* 134. *Holland* against *Lancaster*.

Monday-Land, so called in Respect that the Tenants held their Lands by working for the Lord on that Day. *Sommer* 120.

Monstra-

Monstraverunt is a Writ that lieth for the Tenants of (a) *Antient Demesne*, who hold by Free Charter, (and not for those Tenants that hold by Copy of Court-Roll, or by Rod, according to the Custom of the Manor, at the Will of the Lord) and if such Tenants, or any of them, who hold of the Manor of *Antient Demesne*, be distrained to do unto their Lords other Services or Customs, than they or their Ancestors have used to do, then they may sue this Writ directed unto the Lord, commanding him that he do not distrain them to do other Services or Customs than they used to do; or they may have this Writ directed to the Sheriff, and that is where the Writ is first sent to the Lord that he do not distrain his Tenants, &c. Or they, upon this Writ sued and directed to the Lord, may have and sue another Writ directed to the Sheriff, rehearsing, That whereas he hath sent his Writ unto the Lord of *Antient Demesne*, that he should not distrain his Tenants, &c. and if the Lord will not do it, nor suffer his Tenants to be in Peace, that then the Sheriff shall do it, and cause the Lord to suffer the Tenants to be in Peace, and the Sheriff may make Resistance and Rescous unto the Lord, if he distrain the Tenants for other Services, &c. *New Nat. Brev.* 31, 32. 4to.

This Writ shall be sued by many of the Tenants, without naming any of them by their proper Names, but generally; but in the Attachment against the Lord by the Tenants, the Tenants ought to be nam'd by their proper Names. *Ibid.*

(a) And therefore a Tenant of a newly approved Waste, though it be aliened by the King, and to hold of the Manor by the Custom of the Manor is (not) *Antient Demesne*. 21 E. 3. 56. by Thorp, *Hoveden* 460. Sir M. Hale's Notes on Fitzherbert's *Nat. Brev.* 4to. p. 31.

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There is another Writ of *Monstraverunt*, that is, where the Tenants of any Hamlet, which Hamlet is Parcel of a Manor of *Antient Demesne*, are distrain'd by the Lord. *Ibid.* 33.

One Tenant may sue the Writ of *Attachment* in his own Name by his proper Name, and in the Name of the other Tenants, by general Words. *Ibid.*

The Plaintiffs in the Writ of *Attachment* may count severally, and then they shall recover several Damages. But they may count together in one Count, and declare how they were severally distrain'd, &c. And it is not necessary to alledge in the Count the Day or the Place where the Lord distrain'd them. *Ibid.* 34.

See *Antient Demesne*.

Mora signifieth a more barren and unprofitable Ground than *Marishes*, dangerous for any Cattle to go there, in Respect of Miery and Morish Soil; neither serves it for getting of Turffs there. *Co. Lit.* 5. a.

Mort d'Ancestor is a Writ that lies for the Heir, where his immediate Ancestor dies seised of Lands, and a Stranger abates, &c. and a Plaint in Nature of this Writ may be brought in a *Court-Baron*.

The Form of a *Plaint* in Nature of an *Affise of Mort d'Ancestor*.

R. C. complains against W. L. and E. his Wife, of a *Plea of Land*, (to wit) of two *Messuages*, and five *Acres of Pasture*, &c. with the *Appurtenances* in J. within the *Jurisdiction* of this Court, and made *Protestation* to prosecute his Suit, in Form and Nature of the King's Writ of *Affise of Mort d'Ancestor* at *Common Law*, &c. and prayed *Process* to be made for him, according

to the Custom of this Manor, in Form and Nature of the Writ aforesaid, to be directed to the Bailiff and Officers of this Court; and that the same Bailiff and Officers by Mandate and Precept of the Lord of this Manor, and according to the Custom of the same Manor, summon by good Summoners, twelve true and lawful Men of the Homage of this Manor, that they be before the Steward of the same Manor at the next Court, to be held in and for the said Manor, to inquire upon their Oath, whether B. C. (Father of the said R.) on the Day of his Death was seised in his Demesne as of Fee, at the Will of the Lord, according to the Custom of this Manor, of and in two Messuages and five Acres of Pasture, &c. of Customary Land of this Manor with the Appurtenances called C. within the Jurisdiction of this Court. And if the said B. died within Forty Years now last past. And if the aforesaid R. is next Heir to the aforesaid B. and in the mean Time to view the Lands and Tenements, and summon by good Summoners the aforesaid W. and E. who now hold the said Lands and Tenements, that they be there to hear the Enquiry; and the aforesaid R. found Pledges to prosecute his Suit aforesaid, to wit, J. D. and R. R.

And according thereto, to this Court came the aforesaid W. L. and E. his Wife, in their own proper Persons, and the aforesaid W. saith, that the aforesaid B. Father of the said Plaintiff was not at the Day of his Death seised in his Demesne as of Fee, at the Will of the Lord, according to the Custom of this Manor, of and in the said two Messuages, &c. with the Appurtenances in Manner and Form, as by the aforesaid Plaintiff is before alledged, and prays that it may be inquired into by the Assise, and the aforesaid Plaintiff doth the like.

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Mortgage. A Copyholder of Inheritance borrow'd Money, and for securing the Re-payment thereof, surrender'd his Copyhold by Way of Mortgage, to the Use of the Mortgagee and his Heirs; this Surrender was not presented at the next Court as it ought, for which Reason it was void; the Copyholder before any Presentment was made became a Bankrupt, and the Commissioners assign'd the Estate to the Creditors; By Cowper Lord Chancellor, though the Surrender was void, yet the Assignee of the Commissioners shall be in no better Condition than the Bankrupt himself would have been if no Statute had been taken out against him; for even upon a defective Surrender his Estate is bound in Equity; therefore in this Case he shall be a Trustee for the Mortgagee. 2 Salk. 449. Taylor against Wheeler. 1 Chan. Cases.

A Mortgage of Copyhold Land, by Way of Covenant.

THIS Indenture made, &c. between Andrew Seacomb of, &c. of the one Part, and Charles Betesworth of, &c. of the other Part, witnesseth, That whereas the said Andrew Seacomb, a Customary Tenant of the Manor of Glatton, on or about the Fifteenth Day of January 1732. surrender'd by Rod into the Hands of the Lord of the said Manor, by the Hands and Acceptance of Thomas James and John Andrews, two like Customary Tenants of the said Manor, all that his Copyhold Cottage or Tenement, &c. (situate, lying and being in W. and is Parcel of the said Manor) with all and singular the Appurtenances thereunto belonging, the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Claim and Demand of him the said Andrew Seacomb.

drew Seacomb of, in and to the same, To the Use
 and Beboof of the said Charles Betesworth, his Heirs
 and Assigns for ever, according to the Custom
 of the said Manor, with a Provifo, and upon
 Condition, That if the said Andrew Seacomb,
 his Heirs, Executors or Administrators, do and
 shall well and truly pay, or cause to be paid, unto
 the said Charles Betesworth, his Heirs, Execu-
 tors, Administrators or Assigns, the full and just
 Sum of 100 l. of lawful Money of Great Bri-
 tain, with lawful Interest for the same, on or
 before the Fifteenth Day of June next ensuing
 the Date of the said Surrender, then the said
 Surrender to be void, as in and by the said Sur-
 render, Relation being thereunto had, more fully
 and at large it may and doth appear. And the
 said Andrew Seacomb, for himself, his Heirs,
 Executors and Administrators, doth covenant,
 promise and agree, to and with the said Charles
 Betesworth, his Heirs, Executors, Administra-
 tors and Assigns, That he the said Andrew Sea-
 comb, his Heirs, Executors and Administrators,
 shall and will well and truly pay, or cause to be
 paid, unto the said Charles Betesworth, his Heirs,
 Executors, Administrators or Assigns, the said
 Sum of 100 l. on or before the said Fifteenth
 Day of June, in the said recited Surrender
 mention'd. And the said Andrew Seacomb doth
 farther covenant, &c. that he the said Andrew
 Seacomb at the Time of the making the said re-
 cited Surrender was seised of and in the said re-
 cited Premisses, in good and perfect Estate in
 Fee-simple, of the Nature of Copyhold, accor-
 ding to the Custom of the said Manor of G.
 and had good Right, lawful and absolute Power
 and Authority in himself to Surrender the same,
 and every Part and Parcel thereof, unto the said
 Charles Betesworth, his Heirs and Assigns, in

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Manner and Form aforesaid. And the said *Andrew Seacomb* covenants, &c. that the said recited Premisses are and were clear and free, and clearly and freely acquitted, exonerated and discharged of and from all former and other Surrenders, Mortgages, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done or suffer'd by the said *Andrew Seacomb*, or any other Person or Persons whatsoever, by or with his Consent, Knowledge or Approbation. And also the said *Andrew Seacomb* farther covenants, &c. that the said *Charles Betesworth*, &c. shall and may at all Time and Times, from and after Default made by him the said *Andrew Seacomb*, his Heirs, &c. in Performance of the said Proviso or Condition, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the above recited Premisses, without any Let, Hindrance, Trouble, Molestation or Interruption of the said *Andrew Seacomb*, his Heirs, &c. or any other Person or Persons whatsoever. And further the said *Andrew Seacomb* covenants, &c. that he the said *Andrew Seacomb*, &c. shall and will at any Time or Times, from and after Default made in Performance of the said Proviso or Condition, make, do, execute and suffer, or cause to be made, done, executed and suffer'd, any lawful and reasonable Act and Acts, Thing or Things, Devise or Devises, Assurance and Assurances, be it by Fine or common Recovery, according to the Custom of the said Manor, Surrender, Release or Confirmation, or all and any of the said Ways or Means, or by any other Ways and Means whatsoever, as he the said *Charles Betesworth*, his Heirs, &c. by his or their Counsel learned in the Law, shall be reasonably devised, advised and required. And lastly, the said *Charles Betesworth* covenants, &c. That

until Default shall be made in Performance of the said Proviso or Condition, he the said *Andrew Seacomb*, his Heirs, &c. shall and may have, hold, occupy, possess and enjoy all and singular the above recited Premises; and take and receive all and singular the Rents, Issues and Profits of the said recited Premises to his and their own proper Use and Benefit, any Thing herein contain'd to the contrary notwithstanding. In Witness, &c.

See Assignment, Condition, Equity of Redemption.

Mortmain is an Alienation of Lands and Tenements to any Corporation Sole or Aggregate, Ecclesiastical or Temporal. *Wood's Inst.* 301.

If any *Freeholder* alieneth his Lands in *Mortmain*, he forfeiteth his *Freehold*. *Co. Copyholder Sect.* 27.

N or **Naam**, in the *Sax.* *Niman*, signifies the Taking or Distraining another Man's moveable Goods.

Nassum Burgi, *Co. Northampton*, the Abbot of *Peterborough* gave M and CC and XX Marks, for himself and the Knights and Free Tenants of the *Nassum Burgi*, that the *Nassum Burgi* might be deafforested. The same Abbot gave a Palfry to have the King's Letters Patent, That no Body might Hunt in the *Nassum Burgi*, unless with the Leave and Consent of the Abbot and the Knights, and Free Tenants. *Mag. Rot.* 2 H. 3. *Rot.* 6. a. *Northamptonfir.* *Madox's Excheq.* 284.

De injuste Cleres is a Writ founded upon *Magna Charta*, cap. 10. which lieth where Lord and Tenant are; and the Tenant hath holden of the Lord and his Ancestors by Fealty, and 20 s. Rent yearly; and of late Time the Lord hath gotten

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gotten (a) Seisin of greater and more Rent of the Tenant, by Payment of the Tenant of his own Agreement, without Coercion of Distress. Now if the Lord will distrain the Tenant for this Surplusage of Rent, the Tenant cannot avoid the Lord in an Avowry, for the Seisin which the Lord hath had by the Payment of the Tenant of this Rent of his own Agreement. But the Tenant may sue this Writ, directed unto the Lord, which Writ is in it self a Prohibition unto the Lord, that he do not distrain his Tenant to do other Services than of Right he ought to do. The Process in this Writ is Prohibition, Attachment and Distress against the Lord, commanding him that he shall not distrain, &c. *New Nat. Brev. 4to. 21.*

Necessity, Things of Necessity done by one who is but in reputed Authority, are good, if they come in by Presentment from the Jury, or meerly of Necessity; as the Admittance of an Heir upon a Presentment or Admittance on Surrender to Uses. But Acts voluntarily, as a Grant of a Copyhold, is not good. *Cro. El. 699. Harris and Jay.*

Bedding, Co. *Suffolk*, William de la Pole, Marquiss of *Suffolk*, had a Grant from King Henry VI. of this Manor, and the Manor of *Kettleston*, to hold by the Service of carrying a Golden Scepter, with a Dove on the Head of it, upon the Coronation-Day of the Kings, Heirs and Successors. As also a Scepter of Ivory, with

(a) But if the Lord recover more on an Action tried, the Tenant shall not have a *Ne injuste Vexes*, by *Kilpetts, Quere*, 39 E. 3. 18. And see accordant 38 E. 3. P. Drol 32. and by *Green*, the Tenant shall have a *Ne injuste Vexes*, altho' the Lord recovers the Rent by Assise, which he had released, but the Deed thereof not produced in Evidence; or where the Assise was taken on the Seisin and Disseisin. 7 H. 5. 7. a. Sir Matt. Hale's Notes on Fitz. Herbert's *Natura Brevium*, p. 21.

a Golden Dove on the Head of it, upon the Day of the Coronation of the Queens of England. *Carta 24 H. 6. N. 20. Blount 20.*

Newport, Co. Salop. King Henry the Third gave to Henry de Alditheley, Ancestor to the Lord Audley, Earl of Castle-Haven, the Lordships of Egmond and Newport, for the yearly Rent of a Mued Sparhawk, to be delivered into the King's Exchequer every Year at the Feast of Saint Michael. *Carta 11 Hen. 3. p. 1. M. 5. Blount 10.*

Newport-Pagnel. See Ampthill.

Night. See Distress, p. 158.

Nomine Poene is a Penalty reserved to be incur'd on Nonpayment of Rent, &c. at the Day appointed by the Lease or Agreement; and when any Sum is to be forfeited as *Nomine Poene* for Nonpayment of the Rent at the Time, &c. the Demand of the Rent ought to be precisely at the Day, a convenient Time before Sun-set, in Respect of the Penalty. *Wood's Inst. 189. 7 Rep. 28.*

Nominate. See Successor.

Non-age. See Infant.

Non-claim. See Claim, Fine.

Non Compos Mentis. See Grant, Ideot.

Non sanae Memoriae. See Ideot.

Non-suit is when the Plaintiff on Demand doth appear in Court, and makes Default by not prosecuting his Suit with Effect, or else refusing to stand a Verdict upon Trial.

See *Moderata Misericordia.*

Normanscote-Pundred, Co. Huntingdon. King Henry I. issued a Precept on Behalf of the Canons of Huntingdon, directed to the Bishop of Lincoln, the Earl of Huntingdon, the Sheriff, and all the King's Barons and Leige-men of Huntingdonshire, commanding that the Soke of St. Marie, and

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and the Canons of *Huntingdon*, and their two Hydes of *Normanscross-Hundred*, should be Quit of the Community and Gelds of the Burgh of *Huntingdon*; Provided that if any Man of the said Soke have Stallage in the Burgh, and be in the Community of the Burgh, then he is to be liable to pay the rightful Custom or Dues for his Stallage. *Charta Antiqua, H. Nu. 9. Madon Firma Burgi 270. This Hundred belongs to John Cotton, Esq;*

Northampton, *William the Conqueror* gave to *Simon St. Liz*, a noble Norman, the Town of *Northampton*, and the whole Hundred of *Falkely*, then valu'd at Forty Pounds a Year, to provide Shoes for his Horses. *Blount 16.*

Northamptonshire. In this County there are Tenants which hold by Copy of Court-Roll, and they have no other Evidence, and yet they hold not at the Will of the Lord. *Co. Copyholder Sect. 32.*

Notice. See **Warning.**

Nuisance. A Common Nuisance may be defined to be an Offence against the Publick, either by doing a Thing which tends to the Annoyance of the King's Subjects, or by neglecting to do a Thing which the Common Good requires. *1 Hawk. Pleas of the Crown 197.*

But Annoyances to the Interests of particular Persons are not punishable by a publick Prosecution as Common Nuisances, but are left to be redressed by the private Actions of the Parties aggriev'd by them. *Ibid.*

A Court-Leet hath Cognizance of Common Nuisances. *4 Inst. 261. 2. Wood's Inst. 486.*

In what Manner common Nuisances may be punish'd: It is said, That a common Scold is punishable by being put into the Ducking-Stool, and one that is convicted of a Nuisance done to the King's

Highway, may be commanded by the Judgment to remove the *Nuisance* at his own Costs; and those who are convicted of any other *Common Nuisance* may have the like Judgment. 1 *Hawk. Pleas of the Crown*, 200.

See *Ad commune Documentum, Charge*, p. 93, 94, &c. *Dove-cote*.

A T O, for the several *Oaths*, see the *Table*.

Occupant is one who gains a Title to an Estate by his first Entry; as when Tenant for Term of another's Life dieth, while he for whose Life the Lease is made is living, he that first entereth shall hold the Land during the other Man's Life, subject to Payment of the Rent reserved, and such Person is call'd an *Occupant*. *Co. Lit.* 41. b. *Wood's Inst.* 216.

Copyhold Lands granted to three, for the Life of two, if the Tenants for Term of the others Lives die, living the Tenants for whose Lives they held, in that Case the Lord shall have the Estate; for these cannot be *Occupant* of a Copyhold Estate. 1 *Roll's Abr.* 511. *Van and Howell's Case*.

Officer. See *Game*.

Okeham, Co. Rutland. Here is an antient Custom continued to this Day, That every Baron of the Realm, the first Time he comes through this Town shall give a Horse-shoe to nail upon the Castle Gate; which if he refuses, the Bailiff of that Manor has Power to stop his Coach, and take one off his Horse's Foot; but commonly they give Five, Ten or Twenty Shillings, more or less, as they please; and in Proportion to the Gift, the Shoe is made larger or smaller, with the Name and Titles of the Donor cut upon it; and so it is nail'd upon the Gate. *Camd. Brit.* 545.

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King John by his Charter granted to the Rector of the Church of Okeham in Rutlandshire, that all the Tenements of that Church and Chapels belonging to it, shall be for ever Quit of Suits to Shires and Hundreds, and of Aids to Sheriffs and their Bailiffs. *Madox Firma Burgi* 38.

Richard-Cast and West. See **St. Donatt's.**

Dymesby, Co. Norfolk, King Henry the Third gave this Manor and all the Appurtenances to Juliana de Ormesby, and her Heirs, to be held at the Firm of Sixteen Pounds a Year, for all Services, Customs and Demands; and that the said Juliana and her Heirs be Quit of Tallage. *Rot. Pla. Scac.* 44 & 45 Hen. 3. *Rot.* 9. b. *Madox Firma Burgi* 93. *Quære, Whether this Manor is not Antient Demesne?*

Oswelbeck, Co. Nottingham. By **Stat.** 32 Hen. 8. c. 29. All Lands lying in Oswelbeck Soke, shall be inheritable according to Common Law, and not partable between Heirs Males, as they have been.

Otterbury, Co. — Issue was, whether this Manor was Antient Demesne, and the Domesday-Book being brought into Court, it appeared that Edward the Confessor, in the Eighteenth Year of his Reign, had given this Manor to the Abbot of R. and that it was not in the Title of Terra Regis; for all Lands held in Antient Demesne, which The Confessor had, were by William the Conqueror, in the Twentieth Year of his Reign, written in the Domesday-Book, under the Title Terra Regis, and these are all held in Antient Demesne at this Day; but those which were given away by The Confessor, and are not written under the Title Terra Regis, are not Antient Demesne. *1 Salk.* 57.

Aberland is a Name attributed to such Land as lieth by or along a River's Side, and cometh of the Saxon Word *open*, i. e. the Bank of a River. *Somner* 120.

Abington. See *By-Laws*.

Out-average. See *Aberland*.

Outlaw. If a Copyholder be *Outlawed* or *Excommunicated*, the Lord may have the Profits of his Copyhold Land; but a Presentment is necessary. *Co. Copyholder Sect. 58.* yet it hath been held, That a Copyhold is not forfeited or determin'd by *Outlawry*. *Lit. Rep. 234.*

See *Grant*.

Owelty is where there is Lord, *Mesne* and Tenant, and the Tenant holds of the *Mesne* by the same Service that the *Mesne* holds over of the Lord *Paramount*, this is call'd *Owelty* of Services. *Fitz. Nat. Brev. 4to. 317.*

Owres, *Co. Dorset*, *Ralph Moien* held this Manor by Service of Serjeanty in the King's Kitchen. *Camd. Brit. 58.*

Oxford. See *London*.

Oxgang is said to contain fifteen Acres; but *Coke Lit. p. 69. a.* says that an *Oxgang* of Land does not hold any certain Number of Acres.

Oxton Netheral. See *Alamoz*.

Palispery. See *Grafton*.

Panington, *Co. —* by the Custom of this Manor an Infant of Twelve Years may Surrender. *Trin. 15 Car. Lyde* against *Somister.* *Torhill* 109.

Pardon. See *Attainder*.

Parceners, by the Custom, are where a Man seised in Fee-simple or in Fee-tail of Lands or Tenements, which are of the Tenure called *Gavel-kind*, within the County of *Kent*, and hath Issue divers Sons, and dies, such Lands or Tenements shall

shall descend to all the Sons by the Custom, and shall equally inherit and make *Partition* by the Custom, as Females shall do, and a Writ of *Partition* lieth in this Case as between Females; but it behoveth in the Declaration to make mention of the Custom; also such Custom is in other Places of *England*, and also such Custom is in *North Wales*, &c. *Co. Lit. p. 175. b.*

Paroc. *Paroc* Time is when the Lord or his Bailiff and Tenants meet upon the Place in the Weald of *Kent* to hold a *Paroc*, a Court-like Kind of Meeting, not much unlike the Forest *Swaime-Mote*. *Sommer 23. See Nelson's Game Law, p. 262.*

Parcel. See *Grafton*.

Parsonage. In many Places a *Parsonage* is a *Manor*; as where before the Statute of *Quia Emptores Terrarum*, the Patron, Ordinary and Parson granted Parcel of the Glebe to hold of the Parson by certain Services, that is a *Manor*. *Godbolt 3.*

Partridge. See *Pheasant*.

Patent. See *Assignment, Steward*.

Pathbeto. *Co. Warwick.* Within this Liberty there is a Court held every three Weeks, call'd *Gylput*. *Inq. super ad quod Dam. 13 Ed. 3. Jacob's Dict. Tit. Gylput.*

Pawn. In *Trespas* for Taking a Gelding, the Defendant justified as Bailiff of the Manor of *H.* whereof *T. S.* was seised, &c. and had Waifs and *Estrays*; and that he took the Gelding in the said Manor as an *Estray*, and kept and detain'd the same till after it was re-seised by the Plaintiff; who replied, that the Defendant seised the Gelding 14 *Octob.* 2 *Jac.* and that afterwards, (*viz.* 16 *Octob.* 2 *Jac.* before the Re-seizure, the said Defendant work'd the Gelding by Riding and Drawing; and upon a Demurrer to this Replication

tion the Plaintiff had Judgment, because the Defendant had it only as a Pledge, and that there was no Difference as to this Matter, between an *Estray* and a Distress; for in both Cases the Possession is not *de jure*, but only by an Act in Law. It is true, when Cattle are pawned, the Person to whom they are pawned may use them; and the Reason is, because he hath a Special Interest in them by the Act of the Owner himself. 2 Cro. 147. *Bagshaw* against *Goward*.

Payment. See **Tender.**

Penalty. See **By-Law.**

Penlline, Co. Glamorgan, Richard Sey, Esq; paid 6 s. 8 d. Rent of *Ward* and *Castle-Gard-Silver* to Lord *Windsor*, for the Manors of *Penlline* and *Langan*. From a MS. Survey taken 1666.

Denmarke. See **Fonmon.**

Peny-Gabel was a Rent reserv'd and paid in Money. *Somner* 26.

Petition. See **Baron-Court, Cottage.**

Peberel. See **Clapton.**

Pheasant, By Stat. 23 Eliz. c. 10. 'None shall kill or take any *Pheasants* or *Partridges* with any Net or Engine in the Night-time, in Pain to forfeit for every *Pheasant* 20 s. and for every *Partridge* 10 s. which if the Offender pay not within Ten Days, he shall suffer one Month's Imprisonment without Bail, and enter into Bond (for two Years only) with good Sureties before some Justice of Peace, not to offend in the like Kind.

'The Forfeiture aforesaid shall be recover'd in any Court of Record, and divided betwixt the Lord of the Liberty or Manor where the Offence is committed, and the Prosecutor; but in Case the Lord shall Dispencc with the Offender, the Poor of the Parish are to have his Moiety, to be recover'd by any of the Church-wardens.

'None

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None shall Hawk or Hunt with his Spaniels in standing Grain, or before it is Shocked, (except in his own Ground, or with the Owner's Consent) in Pain to forfeit 40 s. to the Owner of the said Ground, to be recover'd, as aforesaid.

Justices of Assise, Justices of Peace in Sessions, and Stewards of Leets have Power to hear and determine these Offences; and one Justice of Peace may examine such an Offender, and bind him over with good Sureties to answer it at the next General Sessions, if the Offence be not before determin'd at the Assises, or in a Leet.

This Act shall not restrain Fowlers, which unwillingly take Pheasants or Partridges, and forthwith let them go at Large.

See Same.

Pigeon-house. See Dove-cote.

Pillory. A *Vill* was amerced in a *Court-Leet* for not setting up a (a) *Pillory* and *Stocks* at a Time appointed by the Court for that Purpose; and the Plaintiff being one of the Inhabitants of the said *Vill*, was distrain'd for the same, who brought a *Replevin*, and the Defendant made Conusance as Bailiff of the Lord of the *Leet*, to distrain for the Amerciament; and upon a Demurrer to this Conusance the Plaintiff had Judgment, because the Defendant did not alledge in Fact, that the Penalty was not paid to the Lord of the *Leet*, which he should have done; for if he had receiv'd of any other Inhabitants of the *Vill*, then

(a) The Lord of the *Leet* ought to provide a *Pillory*; for it is against Common Right to punish always by Amerciaments, unless he can prescribe to do it; and for Want of *Pillory* he may be fined, his Liberties may be seized *quousque*; and by some Opinions it is a Forfeiture of his *Leet*. *Lex Maneriarum*, p. 33.

the Plaintiff ought not to be distrain'd for it; besides, there was another Fault in this Conusance, for the Defendant did not set forth a Precept from the Steward, directed to him to levy the Penalty by *Distress*. *Moor p. 574. Scrogs against Stevenson.*

See **Steward.**

Piscary. If a Copyholder convert Part of his Land to a *Piscary*, it is a *Forfeiture*. *Lit. Rep. 268.*

Pitchley or Pightelle, Co. Northampton, *Thomas Engaine* held certain Lands there by the Service of finding, at his own proper Costs, certain Dogs for the Destruction of Wolves, Foxes, Martins, Cats and other Vermin, within the County of *Northampton, Rutland, Oxford, Essex and Buckingham.* *Rot. Fin. 42 Edw. 3. N. 13. Blount 15.*

Plaint. Tenants by Copy shall neither *im-plead* nor be *impleaded* for their Tenements by the King's Writ; but if they will *implead* others for their Tenements, they shall have a *Plaint* entred in the Lord's Court in this Form, or to this Effect:
 ' *A. of B. complains against C. of D. of a Plea*
 ' *of Land, viz. of one Messuage, Forty Acres*
 ' *of Land, Four Acres of Meadow, &c. with*
 ' *the Appurtenances, and makes Protestation to*
 ' *follow this Complaint in the Nature of the King's*
 ' *Writ of Assise of Mort-d-ancestor at the Com-*
 ' *mon Law, or of an Assise of Novel Disseisin or*
 ' *Formedon in the Descender at the Common Law,*
 ' *or in the Nature of any other Writ, &c. Pledges*
 ' *to prosecute. F. G. &c. Co. Lit. p. 60. b.*

See **Action, Baron Court, Recovery.**

Plea is the Defendant's Answer to the Plaintiff's Declaration; It must be writ in a fair Hand, in Words at length, and on a Double Penny Stamp.

Tenant

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Tenant in Dower may grant a Copyhold in Reversion, which shall be good, though not executed in the Life of the Tenant in Dower. But then it must be *pleaded* as a Grant in Reversion, and not as a Grant in Possession; therefore in *Gay and Kay's Case*, *Cro. Eliz.* p. 661, 662. It was there pleaded, That he granted *Tenementa prædicta per nomen*, [the said Tenements by Name] of a Messuage which *A. P.* held for Life, and *by the Court*, it is an incurable Fault; for it is not alledg'd that he granted the Tenement in Reversion; and the *per nomen* will not help.

If one *pleads* Seisin of a Copyhold in Fee, and claims under the Copyholder; he ought to shew of whose Grant, as he ought to shew of any other particular Estate; but perhaps that is so ancient that it cannot be shewn who was the first Grantee; yet it was held sufficient to shew the Admittance of the last Heir, which is in Nature of a Grant, and may be pleaded by Way of Grant. *Cro. Jac.* 103. *Pyster and Hemling.*

In Trespass the Defendant justified in this Manner: He confesseth the Close to be Copyhold Land, but *pleads*, That long Time before it was Parcel of the Manor of, &c. and that long before the supposed Trespass, one *Pole* and *M.* his Wife was Lord of the Manor in Right of his Wife for Life, Remainder to *Stephen* in Tail, and he made a Lease of this Land to the Defendant, by Force of which he was possessed, and cut the Trees; it is an ill *Plea*, because the Defendant had not shewed (as he ought) how *Pole* and his Wife came to this Estate for Life, the Remainder over; they ought to shew how this particular Estate hath its Commencement, they claiming a Derivative Estate from *Pole* and his Wife for Years. 3 *Bulst.* 281. *Sanford* against *Stephens* and *Smith.*

A Man cannot plead a Prescription against [a Prescription; but he ought to answer the Prescription alledg'd in the Count, when two Customs repugnant. *Cro. Car.* 432. *Spooner and Day's Case*, *Carter's Rep.* 88.

In Ejectment the Defendant pleaded a Surrender of a Copyhold by the Hand of F. then Steward of the Manor; Issue was joined, *absque hoc*, that he was Steward. *By the whole Court*; It is no Issue; for the Traverse ought be general, that he did not Surrender; for if he were not Steward the Surrender is void. So of a Surrender pleaded into the Hands of the Tenants of the Manor. *Cro. El.* p. 260. *Wood and Butts*.

See Demurrer, Plea, Joinder, Licence.

For the several Sorts of Pleas see the Table.

Pledge. The Reason of finding Pledges was to prevent vexatious Suits, but now the Putting in of Pledges is a meer formal Thing. But it is to be wish'd that old Method was revived.

Plompton, Co. Warwick. In King Henry the Third's Time, *Walter de Plompton* held certain Lands in *Plompton*, near *Kingsbury* in the said County, by a certain Weapon call'd a *Danish Axe*, which being the very Charter whereby the said Land was given to one of his Ancestors, hung up for a long Time in the Hall of the Capital Messuage, in Testimony of the said Tenure. *Dugdale's Warwickshire* 765. It appears by several Authorities that the Heirs of Sir *John Bracebrigg* were seised thereof by the Title of *The Manor of Plompton*. *Ibid.*

Plough-land contains 120 Acres; my Lord Chief Justice *Coke* says it contains not any certain Number of Acres. *Co. Lit.* 69. a.

Stat. 7 & 8 W. 3. cap. 29. 'Any Person having in his Possession Wood-land or other Land
I of

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of 50 l. per Ann. Value, shall be deem'd to have a Plough-land.

Pole, Co. Cumberland, William Monacute obtain'd a Grant from King Edward the Third of this Manor, with the Advowson, paying the King, his Heirs and Successors, wheresoever he or they should happen to be, a Sword of 3 s. 4 d. Price, in Lieu of all Services. *Blount p. 12.*

Pollard, where the Custom of a Manor was, that the Copyholders might lop the Pollard growing on their Copyhold Lands, for Firebote; this was held to be a reasonable Custom; and in such Case, if the Lord of the Manor cut them all down, the Copyholder may have an Action on the Case against him. *Cro. Eliz. 629. Stebbing against Gosnal.*

Pottor-hill. See *Ampthill.*

Port-Reeve. See *Evill.*

Possemo Fratrís, [*Possession of the Brother,*] a Copyholder of Inheritance had three Daughters by his first Wife, and a Son and two Daughters by his second Wife, and Surrendered his Copyhold to the Use of his three Daughters for Eleven Years, Remainder to his two Daughters, by the second Venter for five Years, Remainder to his three Daughters by his first Wife, Remainder to his own Heirs; the Father died, and afterwards his three Daughters were admitted; and the Years expired, the Son died; the three Daughters entred and cut down some Trees; and in a Special Verdict in Trover brought against them, it was adjudg'd, that the Admittance of the said three Daughters was the Admittance of the Son in Reversion; and this made *Possemo fratrís*; and by Consequence the Copyhold will descend to the two Sisters of the Whole Blood of the Brother, and not to all his Sisters, as Heirs to the Father.

Father who made the Surrender. 2 *Lev.* 107.
Blackborn and Haigh against Greaves, &c.

A Copyholder of Inheritance made a Lease for Years warranted by the Custom, and afterwards died, leaving Issue one Son and a Daughter by the first Venter, and a Son only by the second Wife; the eldest Son died before he was admitted; but yet it was adjudged that the Copyhold shall descend to his Sister of the Whole Blood; because he himself might have entred before Admittance, and taken the Profits, which is a sufficient *Possessio Fratris*, so as to make his Sister Heir. 1 *Bull.* 42. *Ayliffe against Chopley.*

Possession. See **Recovery.**

Pottersperry. See **Grafton.**

Prestot, Co. — In Replevin the Defendant made Conusance as Bailiff to Sir Thomas Meers, for that George Lord Coventry held the Place where the Cattle were taken, &c. of Sir Thomas Meers, as of his Manor of Prescot, by Fealty, and by Rent of 3 l. 8 s. and Suit of Court, of which Services he was seised by the Hands of the said George Lord Coventry, &c. and that he died, and the Tenements descended to John, now Lord Coventry, and for 3 l. 8 s. for a Relief of the said John Lord Coventry, after the Death of the aforesaid George, he made Conusance. And upon a Special Demurrer to this Conusance; for that the Defendant did not set forth that Sir Thomas Meers had any Title to this Relief; it was adjudg'd for the Defendant that he need not set forth any Title to it; for though a Relief is not Parcel of the Tenure, yet it is incident to every Tenure in Socage, as a Flower thereof; and tho' it may be released, or there may be a Special Reservation upon the Tenure, without any Relief; it must be shewed on the other Side; for it shall

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never be intended, because of Common Right a Relief is incident to every Tenure. 3 Lev. 145. Freeman versus Boath.

Prescription is a (a) Title by Use and Time, allow'd by Law. It supposes a Descent or Purchase originally. (b) To make such a Title to an Inheritance, the Time by Common Law is *Time whereof there is no Memory of Man to the contrary*, which is no limited Time. By Statutes Prescription may be within Memory. Wood's Inst. 297.

A Prescription properly so call'd, (as it relates to an Inheritance) is to be *Time out of Mind*, and is for the most part Personal, being made in the Name of a certain Person and his Ancestors, or those whose Estates he has, or of a Body Politick and their Predecessors; as when J. S. seised of the Manor of D. in Fee shews that he and his Ancestors, and all those whose Estate he hath in the said Manor, have *Time out of Mind of Man* had and used to have Common of Pasture, &c. in such a Place (being the Land of another) as appertaining to the said Manor. Tenant in Fee-simple ought to prescribe in his own Name; Tenant for Life, Years, at Will, in the Name of him who hath Fee. Natural Persons cannot gain or be charged by a general Prescription from their Ancestors; though Bodies Politick may gain or be bound by Prescription only. He that would have a Thing that lies in Grant by Prescription, must prescribe in himself and his Ancestors, whose Heir he is by Descent; not in himself and those whose Estate he has; (unless the *Que Estate* is but a Conveyance to the Thing claim'd by Prescription)

(a) 1 Inst. 113. a. (b) 1 Inst. 115. a. & b. 2 Inst. 95, 96, 653. 6 Rep. 60.

for he cannot have their Estate that lies in Grant without Deed, which ought to be shewed to the Court ; but of Things that are appendant to a Manor, Lands or Tenements, it is otherwise ; because the Manor, &c. might pass without Deed.

(a) Nothing can be *prescribed* for which cannot be raised by Grant at this Day. One cannot make Title to Land by *Prescription*, but only to Rent or Profit out of Land. *Prescription* strictly taken, relates to a (b) Fee-simple, and is always applied to incorporeal Inheritance. A Custom is Local, and is alledged in no Person ; but is within some Manor or other Place ; as, *That there is such a Custom Time out of Mind, within the Manor of A. and that all the Copyholders of the said Manor have had and used to have Common of Pasture, &c. in such a Waste of the Lord, Parcel of the said Manor, &c.* Ibid.

Thus it must be when a Copyholder alleges a Custom against his Lord ; for a Copyholder cannot a lay *Prescription* in himself and his Ancestors, by Reason of the Baseness of his Tenure ; therefore this is allowed for Necessity. But when he claimeth Common or other Profit in the Soil of a Stranger, he must *prescribe* in the Name of the Lord of the Manor, (viz.) *That the Lord of the Manor and all his Ancestors, and all those whose Estates he had, have had Common, &c. in such a Place for themselves and Tenants at Will, &c.* Ibid.

See Conies, Plea.

Presentment. A *Presentment* is an Information in Court to acquaint the Lord or his Steward with the *Surrender* out of Court. This *Sur-*

(a) Finch 132. 1 Ventris 387. 2 Rol. Abr. 264. (b)
4 Rep. 31, 32. 1 Inst. 113. b. 2 Inst. 720.

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surrender is not effectual till presented in Court.

(a) By the General Custom of Manors, the *Presentment* is to be made at the next Court immediately after the *Surrender*, or else the *Surrender* is void. But by Special Custom, it may be at the Second or Third Court. And this *Surrender* is to be made in Court by the same Persons that took the *Surrender* out of Court, and in all Points material, according to the true Tenor of the *Surrender*; and therefore if the *Surrender* is (b) Conditional, and the *Presentment* absolute, all is void. But if the Conditional *Surrender* be presented, and the (c) Steward omitteth the Condition in his Entry on the Roll, upon Proof in Court, the Roll may be amended. (d) If one *Surrenders* out of Court, and dies before *Presentment*, if *Presentment* is made after his Death, it is good; so if he to whose Use the *Surrender* is made, dieth before *Presentment*, yet upon *Presentment* made after his Death, his Heir shall be admitted. The same Law is, if those into whose Hands the *Surrender* was made, die before *Presentment*, upon Proof in Court that such a *Surrender* was made, the Lord shall be compell'd to admit accordingly; and if they into whose Hands the *Surrender* was made refuse to *Present*, upon a Petition or Bill exhibited in the Lord's Court, the Party grieved shall have Remedy. And if the Lord will not do him Right, he may sue the Lord and them that took the *Surrender*, in Chancery for Relief.

Presentment in Leet by four, and not by twelve, that one hath dwelt within the Leet not sworn, &c. it was traversed; but it seems if it were by

(a) Co. Copyholder, Sect. 40. (b) Ibid. 4 Rep. 28.
 1 Inst. 59. b. (c) Co. Copyholder, Sect. 40. 4 Rep. 25.
 (d) Co. Copyholder, Sect. 40. 4 Rep. 29.

twelve, it shall not be traversed, but shall have Recovery by Writ of False Presentment. 5 Ed. 3. 26. Kitch. 86.

A Thing presented in Leet, is as Evangelist, [i. e. unchangeable] if it pass the Day in which it is presented; but the same Day you may have an Action of False Presentment against the Jurors, not after. 21 Edw. 3. Tit. Bar 271.

Presentment in a Leet, which toucheth a Freehold, may be removed and traversed; and every Presentment before Justices of Peace is traversable. 5 H. 7. fol. 3. and 6 H. 7. fol. 2. the same.

Presentment of Blood Spilt is not traversable; for that doth not touch Freehold. 2 R. 3. 12.

If Things Presentable are not presented in Leet, they shall be presented in the Tourn; and if not there, before the Justice in Eyre; and if not there, in the King's Bench. 10 H. 4. fol. 4.

Form of a Presentment.

The Manor } The Presentment of the Jury of
of, &c. } Homage, at a Court-Leet and
Court-Baron, held at, &c. in and
for the said Manor, the 6th Day
of October, in the Year, &c. be-
fore G. B. then and there Stew-
ard, as follows, viz.

FIRST, the said Jury do present a Ditch from a Place call'd A. unto a Place call'd B. being the Fence between the Tenement call'd C. and the Common call'd D. to be out of Repair, and very Dangerous for the Cattle of the Proprietors of the said Common, several Head of Cattle having already perished therein, and that the said Ditch ought

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ought to be scoured, raised and fenced by the Tenant of C.

To be repaired and scoured in Two Months, under the Penalty of Three Pounds.

Affeer'd to Forty Shillings.

Again, The said Jury do present L. W. for an Encroachment, by Building a Wall jetting three Foot into the Highway, which is an Annoyance to his Majesty's Subjects passing that Way.

To be removed in one Month, under Penalty of Twenty Shillings.

Affeer'd to Ten Shillings.

Again, The said Jury do present the Death of E. S. and that an Heriot of the second best Beast is due upon his Death, to the Lord of the said Manor; but who to present as Tenant in his room, we are ignorant.

Again, The said Jury do present, That J. G. of H. a Customary Tenant of this Manor, since the last Court died seised of, &c. and W. G. his Son is next Heir.

Again, The said Jury do present, That A. B. C. &c. are Freeholders of this Manor, and owe Suit to this Court, and have this Day made Default.

Amerced Two Shillings each.

Affeer'd to Twelve Pence each.

Again, The said Jury do present, That the several Persons mention'd in the Resiant Rolls, are Resiants within the Jurisdiction of this Court-Leet, and owe Suit thereto, and do present such as have made Default, which for greater Certain-

ty, we the said Jury do refer to the Resiant
Rolls.

Amerced Six-pence each.

Affeered to Three-pence each.

Again, The said Jury do present in Election
for Constables for the ensuing Year, the Persons here-
under named,

For F. { A. B. } Sworn.
 { C. D. }

For H. E. F.

Again, The said Jury do present in Election
for Reeve, for the ensuing Year, A. K. sworn.

Again, The said Jury do present for Hayward,
for the Year ensuing, B. H. Sworn.

Affeerors { C. W. } Sworn.
 { S. K. }

We have affeered and mo-
derated the several Amercia-
ments in this Presentment, as
they are respectively set down
under each Amerciament.

Names of the Jury.

A. B.

C. D. &c.

C. W. }
S. K. } Affeerors.

The

The Form of a Special Presentment, pursuant to an Order made at a Court-Leet.

The Manor } Twenty-eighth Day of January,
of, &c. } 1732.

‘ **T**HE said Jurors do present and say, that in
‘ Pursuance of the Order of the last Leet,
‘ held at the Guild-Hall of N. on the Eighth
‘ Day of October last, we have viewed the Place
‘ near C. and procured a Map to be made, which
‘ is hereunto annex’d for better setting forth the
‘ same, where Sir H. M. of N. aforesaid, Knt.
‘ stands indicted by the Grand Jury for the Coun-
‘ ty of G. for Building and Erecting a Dam made
‘ of Stones and Wood, cross the Course of a lit-
‘ tle River call’d M. in the Parish of W. aforesaid,
‘ wherein it is alledged that he has stopped and
‘ obstructed the Course of the said River; and
‘ that by such Obstruction the King’s Highway
‘ adjoining to the said River, leading from the
‘ Parish of M. to the Town of N. hath been,
‘ from the First Day of May to the Tenth Day
‘ of August last, wholly drown’d and cover’d with
‘ Water, to the great Damage and common Nu-
‘ sance of all the King’s Subjects passing that Way,
‘ and upon our said View and our own Know-
‘ ledge we do present that the said Sir H. M. is
‘ Owner of the said Soil on both Sides of the
‘ said River and Way; and also Lord of the Ma-
‘ nor of N. in which the said River and Way
‘ do lye; and further that the said Way joining
‘ to the said River being crooked and narrow in
‘ some Part thereof, it was dangerous for Carts or
‘ Coaches to pass that Way, for Fear of Tumbling

' over the Bank thereof, into the said River; and
 ' that thereupon the said Sir *H. M.* was so ge-
 ' neros as to give a very good Way through his
 ' own inclosed Ground adjoining thereto, which
 ' is level, broader and better in all Respects than
 ' the former Way, which hath been quietly en-
 ' joyed for the Space of eight Years and upwards;
 ' and that it would be a great Prejudice to all
 ' Persons passing that Way, in Case the same
 ' should be stopped up, and they be obliged to go
 ' through the old Way; and therefore at the Re-
 ' quest of the Inhabitants of the said Manor, the
 ' said Sir *H. M.* hath obliged himself to continue
 ' the said Way, and keep it in Repair for the
 ' Publick Use; *and the said Jury further present,*
 ' That since the said Indictment, the said Sir
 ' *H. M.* hath caused the Dam or Sluices which
 ' obstructed the said Water to be opened, whereby
 ' the said River hath its free Course without Ob-
 ' struction, but will be of no Advantage to the
 ' Publick, because the new Way is much better
 ' than the old; *and the said Jurors further say,*
 ' That the said Way leadeth to the Town Lands,
 ' and several private Houses call'd *C.* and other Places,
 ' as appears by the said Map hereunto annexed;
 ' but do not know that the said pretended High-
 ' way from *N.* to *M.* is the King's Highway, or
 ' usually repair'd by the respective Parishes which
 ' the Way goes to.

A. B.

C. D. &c.

See *Ad commune Nocumentum, Amer-*
ciament, Attainder, Forfeiture, Ju-
ry, Mortgage, Necessity, Outlaw.
Principal. See Heir.

Prison, if he who ought to Surrender can-
 not come into Court in Person, being in Prison,
 the

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the Lord of the Manor may appoint a Special Steward to go to the Prison and take the Surrender.
1 Leon. N. 45.

See Steward.

Prochein Amy. See Copyholder.

Proclamation, where the Heir of a Copyholder will not come and be admitted after three Proclamations made at three several Courts of the Manor, the Lord may seise until the Heir will be admitted; and this he may justify without a particular Custom to enable him so to seise; but he cannot seise it as *forfeited*, without a Custom for that Purpose; and in every Proclamation so made, it is a safe way to mention the Lands to which the Heir is to be admitted. Co. Copyholder, Sect. 57. Lex Maner. 152. 8^o.

The Form of the *Proclamation*, where the Heir is known.

Oyes, Oyes, Oyes,

A. B. come into Court, and take up one Messuage [recite the Premisses] descended to you by the Death of C. B. your Father, or the same will be seised into the Hands of the Lord; this is the first, [second, third] Proclamation.

The *Proclamation* where the Heir is not known.

Oyes, Oyes, Oyes.

IF any Person or Persons have any Right, Title, Interest, Claim or Demand, in or to one Messuage, &c. [recite the Premisses] which A. B. late a Customary Tenant of this Manor, died seised of, let him or them come into Court and take up the same, or it will be seised into the Hands of the Lord; this is the first, &c.

N. B.

N. B. The Bailiff, by the Steward's Order, makes these Proclamations just before the Court breaks up.

The Form of the Entry of the *Proclamation* in the Court-Roll.

AT this Court, first, [second, third] *Proclamation* was made, that A. B. should come in- to Court and take up one Messuage, &c. [recite the Premisses] descended to him by the Death of C. B. his Father, but did not come. [if the third, then proceed thus] Therefore a Precept is issued to the Bailiff to seise the same.

A Warrant to seise Copyhold Lands, for not taking them up after three *Proclamations*.

Manor of Glatton, &c.

W Hereas publick Proclamation hath been made at the three severall Courts holden for this Manor, That the Heirs or Assigns of C. B. late Copyhold Tenant of the said Manor deceased, should come into this Court, and take up all those Copyhold Lands and Tenements which the said C. B. at the Time of his Death held of the Lord of the said Manor by Copy of Court-Roll, or otherwise, and that the same should be seised into the Hands of the Lord of the said Manor, for want of a Tenant; and for that none came to take up the said Lands and Tenements, it is therefore commanded to J. V. Bailiff of the said Manor, that he seise into the Hands of J. C. Esq; Lord of the said Manor, all and singular the Lands and Tenements

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nements of which the said C. B. died seised, holden of this Manor by Copy of Court-Roll. Given under my Hand and Seal, &c.

G. B. Steward.

To J. V. Bailiff of the Manor of Glatton, &c.

The Return of the said Warrant, 29 March,
1732.

Memorandum, at a Court holden the Day and Year above-written, came J. V. Bailiff of this Manor, and gave the Court to understand that he hath seised the Lands and Tenements above-mentioned, as above to him was commanded by the Precept above-written.

Sign'd by J. V. Bailiff.

See Claim, Copyhold, Fine.

Proof. See Roll.

Busey, Co. Berks. This Manor was in Possession of a Family of that Sur-name, and held by a Horn given to their Ancestors by King Canutus the Dane. And in those Days it was common to make Grants of Lands by Horns, among other Things. *Camd. Brit.* 163. This Manor is now in Possession of — Allen, Esq;

Qualification. See Game.

Quantum meruit is an Action upon the Case, grounded upon the Promise of another to pay him for doing any Thing, so much as he should deserve or merit.

Form

Form of the Declaration.

THE said Plaintiff by, &c. for that whereas
 the said C. on the, &c. in the Sixth Year
 of the Reign, &c. at, &c. in Consideration
 that the said A. before that Time had done and
 perform'd for the said C. at the special Instance
 and Request of the said C. certain Work and
 Labour in his the said A.'s Art and Trade of a
 Carpenter; and had at the like Instance and
 Request of the said C. found and provided di-
 vers other Materials and Things used and em-
 ployed in and about the said Work and Labour;
 he the said C. then and there, in Consideration
 thereof, undertook and faithfully promised the
 said A. that he would content and pay the said
 A. all such Sum and Sums of Money as the
 said A. reasonably deserved to have for such
 the said Work and Labour done and performed
 by the said A. for the said C. and for such Ma-
 terials about the same, found and provided by
 the said A. as aforesaid, whenever he should
 be thereto required. And the said A. in Fact
 saith, that he reasonably deserved to have from
 the said C. for the said Work and Labour done
 and perform'd for the said C. by him the said
 A. the Sum of Fifteen Shillings of lawful Mo-
 ney of Great Britain. And that for the ne-
 cessary Materials and Things found and provi-
 ded by the said A. in and about such Work and
 Labour, he reasonably deserved to have another
 Sum of Fifteen Shillings of like lawful Money,
 of which the said C. afterwards, to wit, the
 same Day and Year at, &c. aforesaid, had No-
 tice from the said A. nevertheless the said C.
 not regarding, &c.

Quaren-

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Quarendon, Co. *Bucks.* The Lord of this Manor had Issue one Daughter, who married one *House*; and a Copyhold Messuage and Lands held of the said Manor, descended to the Defendant *Harding*; the Lord of the Manor, and *House* and his Wife, joined in a Lease of the said Manor to the Plaintiff *East*, for Ten Years; *Harding*, who was a Copyholder of Inheritance, cut down two Elms, and a Custom was found to cut Timber for Repairs; and that *Harding's* House was out of Repair at the Time of cutting the Elms; and that he had employed one of the Elms to repair the House, and that the other was ready there for that Purpose; this was adjudged a Forfeiture, and that the Lessee of the Manor for Ten Years, and not the Lord himself, shall take Advantage of it. *Moor*, p. 392. N. 508. *East* against *Harding*. But *Quare*.

Quarentena, the same as *Ferlingus*. See [*Ferlingus*.]

Quinton. See *Grafton*.

Quit-Rent is a small Rent paid by the Tenants of Manors, in Token of Subjection; and by which the Tenants go quit and free; and this was antiently called *White-Rent*, because they were paid in Silver, and to distinguish them from Work-Days, Rent, *Cummin*, &c. 2 *Inst.* 19.

A Letter of Attorney to receive Quit-Rents of a Manor, and make Distress, if Occasion.

‘ **KNOW**, &c. That I E. F. &c. have made,
 ‘ **K** ordained, authorised and appointed, and
 ‘ by these Presents do, &c. J. B. &c. to be my
 ‘ true, &c. of and from all and every Person and
 ‘ Persons whom it doth or shall concern, all such
 ‘ Sum

' Sum and Sums of Money which are or shall grow
 ' due and payable to me for Quit-Rents and Ar-
 ' rears thereof, for all or any Messuages, Lands,
 ' Tenements or Hereditaments within or belong-
 ' ing to the Manor of *H.* in the County, &c. to
 ' ask, demand and receive; and in Case of De-
 ' fault of Payment of such Quit-Rent or Arrears
 ' thereof, or any Part thereof, to enter into or
 ' upon all or any Messuages, Lands, Tenements
 ' or Hereditaments chargeable therewith, or into
 ' any Part thereof, and to distrain for the same,
 ' and sell and dispose of such Distress or Distresses,
 ' and to do all other Act and Acts, Thing and
 ' Things in and about the same, as the Law in that
 ' Behalf directs, and to do and perform all other
 ' Act and Acts, and Thing and Things, into and
 ' about the Premises requisite and necessary; and
 ' use all lawful Ways and Means for the Receipt
 ' and Recovery thereof, as fully as I myself might
 ' or could personally do; and upon Receipt or
 ' Recovery thereof, or any Part thereof, suffici-
 ' ent Acquittances and Discharges for me and in
 ' my Name, from Time to Time to make and
 ' give; and I do hereby ratify and confirm what
 ' my said Attorney shall do herein on my Behalf.
 ' In Witness, &c.

Quo warranto lies of a Court-Baron. *Cro.*
Jac. p. 259 The King against Stanton.

Stat. 9 Anna, cap. 20. ' If any Person shall
 ' intrude into, or execute any Office of Mayor,
 ' Bailiff, Portreeve or other Offices in Cities, Towns
 ' Corporate, Boroughs and Places in *England* and
 ' *Wales*, any Person may, with Leave of the Court
 ' of *Queen's Bench*, the Courts of Session of Coun-
 ' ties *Palatine*, or the Courts of *Grand Sessions*
 ' in *Wales* respectively, bring a *Quo warranto*
 ' against the Usurper; and if it shall appear to
 ' the

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the Court that the several Titles of several Persons to the said Offices can be determined on one Information, then Leave shall be given for one Information, and the Person or Persons against whom it is brought shall appear and plead in the same Term or Sessions in which the Information is filed, unless the Court shall give further Time; and the Prosecutor may proceed with all convenient Speed.

If the Defendant in the *Quo warranto* shall be found Guilty of an Usurpation or Intrusion, the Court shall give Judgment of *Ouster*, and fine the Person; and the Relator or Plaintiff shall recover his Costs; and if Judgment shall be given for the Defendant, he shall recover his Costs against the Plaintiff, as in an Action on the Case, to be levied by *Ca. Sa. Fi. Fa. or Elegit*.

The Court may allow the Person against whom a *Quo warranto* shall be brought, or to the Prosecutor, any convenient Time to make a Return, plead, reply, rejoin or demur.

The Act made for the Amendment of the Law, *An. 4 Anna*, and all the Statutes of *Jeofails* shall be extended to Informations, in Nature of a *Quo warranto*, &c.

Railing. *Smith* and other Church-wardens of *Ridgewel* in *Essex*, presented to the Archdeacon, that one *Pannel* was a *Railer* and Sower of Discord between Neighbours, whereupon the Archdeacon enjoin'd him Purgation; but Prohibition was awarded; for the Cause belongs to the *Leet*, except it was in the Church, or the like. *Hob. 246. Smith against Pannel.*

Real. See *Action, Copyholder.*

Recognition. See *Acknowledgment.*

Recognizance. If the Lord of a Manor is bound in a *Recognizance*, and afterwards a Copyholder

pyholder for Life dieth, the Lord granteth the Copyhold anew, the new Grantee shall hold the Land discharged of the *Recognizance*, for the Copyholder is in by Custom, which was *Paramount*.
1 Leon. p. 16.

Recompence, where the Lord hath any other *Recompence*, the Law will not make any *Forfeiture*. *Lit. Rep.* 267.

See **Forfeiture**, p. 241.

Recovery. If a *Recovery* be in [by] a *Plaint* in Nature of a Real Action (in a *Manor Court*) against a *Tenant in Tail* [Copyholder]; it shall be a *Discontinuance*, and take away the Entry of the Heir in Tail; for in as much as *Plaints* in the Nature of Real Actions are warranted by the Custom, it is an Incident which the Law annexeth to the Custom, that a *Recovery* shall be a *Discontinuance*. 4 Rep. 23. *Deal and Rigden*.

Copyholder for Life suffer'd a *Common Recovery* in the Lord's Court, as *Tenant in Fee*, this is no *Forfeiture* of the Copyhold, because it was in a *Baron-Court*, where the *Freehold* is not concerned; and the Lord of the *Manor* could not take Advantage of it, if it was a *Forfeiture*, because he is a Party to the *Recovery*. 1 Mod. 199. *Bird* against *Kirk*. But by *Co. Copyholder*, Sect. 57. it is a *Forfeiture ipso facto*.

A *Recovery* was suffer'd in the Lord's Court, upon a *Plaint* there, in Nature of a *Writ of Right*; it was a Question, whether a *Precept* might be awarded out of that Court to execute the *Recovery*, and to put the *Recoverer* in Possession by the *Posse Manerii*; adjudged, it could not; for Force cannot be justified in such Cases without Command of the King's Courts at *Westminster*.
3 Leon. p. 99.

*A Deed to suffer a Recovery in a Court-
Baron, by Plaint, &c.*

THIS Indenture made, &c. between *Abraham Cooke*, on the one Part, and *Charles Cross*, on the other Part, witnesseeth, That it is covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, That the said *Abraham Cooke*, on or before the, &c. next ensuing the Date hereof, shall permit and suffer the said *Charles Cross* to affirm, enter and pursue against him the said *Abraham Cooke*, in the Court-Baron of the Manor of *G.* in the County of *H.* one Plaint in the Nature of a Writ of Entry, *Sur Disseisin en le post*, of all and singular that his Messuage and forty Acres of Meadow, with the Appurtenances adjoining thereunto, abutting, &c. situate, lying and being within the said Manor of *G.* which said Messuage the said *Abraham Cooke*, late had in Remainder of the Surrender of *Charles Cooke*, his Father, by the Name of, &c. as in and by the Copy of Court-Roll, of the General Court-Less and Baron of the said Manor, holden at *G.* aforesaid, on the Twenty sixth Day of &c. last past, before the Date hereof, amongst other Things more fully it doth and may appear; and that the said Plaint shall be affirmed, entered and pursued of all and every the Premises, with the Appurtenances in *G.* aforesaid, within the Jurisdiction of the Court of the said Manor of *G.* to and upon which Plaint, to be affirmed, entered and pursued, as aforesaid, he the said *Abraham Cooke* shall appear in his own Person, or by his Attorney lawfully authorised in that Behalf, and shall make his Defence thereunto according to Law, and vouch to Warranty, of and

for the Premisses, one *T. W.* who shall appear
 and enter into the Warranty, and after make
 Default, according to the Manor and Form of
 Common Recoveries in Writs of Entry, *Sur*
Disseisin en le Post, whereby the said *Charles*
Cross shall have Judgment to recover the said
 Messuage and forty Acres of Meadow, and other
 the Premisses, against the said *Abraham Cook*;
 and the said *Abraham Cook* to recover over in
 Value against the said *T. W.* according to the
 Manner and Form of Common Recoveries for
 Lands and Tenements; which said Recovery
 the said *Abraham Cook* shall suffer to be execu-
 ted by Precept or Warrant out of the said Court,
 in the Nature of a Writ of *Habere fac' seisinam*,
 according to the Order or Manner of the Com-
 mon Law. And it is further covenanted, gran-
 ted, concluded and agreed, by and between the
 said Parties, that the said Recovery, and the
 Estate of the Premisses to be had, obtained and
 recovered thereby, or by Reason thereof, shall
 be to the Use of the said *Charles Cross*, his Heirs
 and Assigns for ever, according to the Custom
 of the said Manor, and to no other Use, Intent
 or Purpose whatsoever. *In Witness, &c.*

*Form of a Recovery of Copyhold Lands on
a Disseisin, &c.*

The Manor of }
Glatton.

The Court-Baron of *J. C. Esq;*
held at *Glatton* aforesaid, in
and for the Manor aforesaid,
the, &c.

TO this Court came *C. C. Gentleman*, in his
 own proper Person, and in open Court
 demandeth against *A. C.* then present in Court,
 in a Plea of Land, to wit, of two Messuages,
 &c.

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&c. [here recite the Premises] within the Ju-
 risdiction of this Court, and made Protestation
 to prosecute his Suit in this Court, in Form and
 Nature of the King's Writ *De Ingressu super*
Disseisinam en le Poſt at Common Law, accor-
 ding to the Custom of the said Manor, and
 found Pledges to prosecute his Suit aforesaid, to
 wit, J. D. and R. R. and prayed Process to
 be made thereon, according to the Custom of
 the said Manor, against the said A. C. direct-
 ed, &c. returnable, &c. and it was granted
 him. And the same A. C. being then present
 in the same Court, appear'd to the said Plea
gratis. And upon this the aforesaid C. C. in
 his proper Person demandeth of the said
 A. C. the Tenements aforesaid, with their Ap-
 purtenances in, &c. within the Jurisdiction
 of this Court, as his Right and Inheritance, ac-
 cording to the Custom of the Manor aforesaid,
 and into which the said A. C. hath no Entry,
 but after the Disseisin which J. K. thereof un-
 justly, and without Judgment, hath made to the
 aforesaid C. C. within thirty Years last past;
 and whereupon he declares, that he was seised
 of the said Tenements, with the Appurtenan-
 ces in his Demesne, as of Fee and Right, in
 Time of Peace, in the Time of our Lord the
 King that now is, by taking the Profits thereof
 to the Value, &c. and into which, &c. and
 therefore he brings this Suit. And upon this
 the said A. C. in his proper Person cometh and
 defendeth his Right when, &c. and thereupon
 voucheth T. W. to Warranty, who is present
 here in Court, and freely warranteth to him
 the said Tenements, with their Appurtenances.
 And hereupon the aforesaid C. C. demandeth
 against the said T. W. Tenant, by his Warranty,
 the said Tenements, with their Appurtenances,

in Manner aforesaid; and whereupon he saith,
 That he was seised of the said Tenements, with
 their Appurtenances, in his Demesne, as of Fee
 and Right, at the Will of the Lord, according
 to the Custom of the said Manor, in Time of
 Peace, in the Time of our Lord the King that
 now is, by taking the Profits thereof to the Va-
 lue, &c. into which, &c. and thereof he bringeth
 his Suit, &c. And upon this *T. W.* Tenant by his
 Warranty, comes and defends his Right, when,
 &c. and thereupon vouches over to Warranty
K. D. who is present here in Court, in his own
 proper Person, and freely warrants to him the
 said Tenements, with their Appurtenances;
 and hereupon the said *C. C.* demandeth against
 the said *K. D.* Tenant by his Warranty, &c.
 [as in the other Count] And hereupon the said
K. D. Tenant by his Warranty aforesaid, in his
 proper Person, came into this Court, and de-
 fendeth his Right, when, &c. and saith that the
 said *J. K.* did not disseise the said *C. C.* of the
 said Tenements, with their Appurtenances, as
 the said *C. C.* above supposes, by his Writ and
 Declaration, and thereof he puts himself upon
 the Homage of the Manor Court aforesaid.
 And the said *C. C.* thereupon craveth Leave to
 imparle, until Two of the Clock in the After-
 noon of the same Day, and he hath it; &c.
 and the same Hour is given to the said *K. D.*
 &c. And afterwards, to wit, at Two of the
 Clock in the Afternoon of the said Day, the said
C. C. in his proper Person, came again into this
 Court, and the said *K. D.* although he was so-
 lemnly call'd, came not again, but departed in
 Contempt of the Court, and maketh Default;
 therefore, according to the Custom of this Ma-
 nor, it is adjudged by this Court, That the
 aforesaid *C. C.* do recover his Seisin against the
 said

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' said *A. C.* of the said Tenements, with their
 ' Appurtenances, to have and to hold the same
 ' unto him the said *C. C.* and his Heirs, at the
 ' Will of the Lord, according to the Custom of
 ' this Manor quietly, from the aforesaid *A. C.* and
 ' his Heirs for ever. And that the said *A. C.*
 ' have of the Lands of the said *T. W.* to the
 ' Value, &c. within, &c. And the same *T. W.*
 ' do have over of the Land of the aforesaid *K. D.*
 ' to the Value, &c. within, &c. and be the
 ' said *K. D.* amerced, &c. and upon this the
 ' aforesaid *C. C.* prays Process to be directed to
 ' the Officer of the Manor Court aforesaid, to
 ' cause full Seisin of the said Tenements, with
 ' their Appurtenances, to be delivered to him,
 ' and the same is granted to him, returnable here
 ' forthwith, &c. and afterwards, to wit, the same
 ' Day, came here into Court the Officer of the
 ' Court, to wit, *J. V.* Bailiff thereof, and re-
 ' turned the aforesaid Process to him directed, exe-
 ' cuted in all Points and Forms of Law, to wit,
 ' That he by Virtue of the said Precept to him
 ' directed on this Day, delivered full Seisin of
 ' all the Tenements aforesaid, with their Appur-
 ' tenances, to *C. C.* by him recover'd, as he was
 ' by the said Precept commanded. And thereupon
 ' now to this Court came the said *C. C.* in his
 ' own proper Person, and humbly crav'd of the
 ' Lord of the said Manor to be admitted to the
 ' said Premises, with their Appurtenances, ac-
 ' cording to the Force and Effect of the Reco-
 ' very aforesaid; and the Lord of the Manor a-
 ' foresaid, in full Execution of the said Recovery,
 ' and according to the Custom of the Manor a-
 ' foresaid, by his Steward aforesaid, did deliver
 ' Seisin thereof by the Rod, *To have and to hold*
 ' all and singular the Premises aforesaid, with
 ' the Appurtenances, to the said *C. C.* his Heirs

and Assigns for ever, of the Lord by Rod, at the
 Will of the Lord, according to the Custom of the
 Manor aforesaid, by Fealty, Suit of Court, Custom
 and yearly Rent, and all other Services heretofore
 owing and of Right accustomed, so always saving
 the Right of the Lord, he is admitted Tenant
 thereto, and gave therefor to the Lord the Sum of
 20 s. for a Fine, and did Fealty. And afterwards,
 to wit, at the same Court, came the aforesaid
A. C. T. W. and *K. D.* in their own proper Persons,
 and in full Court surrender'd by Rod, into the Hands
 of the Lord of this Manor, by the Hands of the
 Steward aforesaid, all and singular the Premises
 aforesaid, with their Appurtenances, *To the Use
 and Behoof* of the said *C. C.* his Heirs and Assigns
 for ever, and each for himself, his Heirs, Executors
 and Administrators, them, and every of them hath
 separately and respectively fully, freely and absolutely,
 remis'd, released, and for ever quit Claim to him
 the said *C. C.* his Heirs and Assigns, in full and
 peaceable Possession, and Seisin thereof, all the
 Right, Estate, Title, Interest, Claim and Demand
 of them the said *A. C. T. W.* and *K. D.*, or any or
 either of them, of, on or to all and singular the
 Premises aforesaid, with their Appurtenances, or
 any Part or Parcel thereof, together with all and
 all Manner of Error and Errors, Cause and Causes
 of Error, Mispri- sions, Defects and erroneous
 Proceedings whatsoever and howsoever had, com-
 mitted, omitted, permitted or perpetrated, in
 Plaint, Plea, Process, Judgment and Execution
 aforesaid, or either or any of them. [If the Recovery
 be to enure to Uses, then the Recoverer must
 surrender to those Uses, and the Trustees
 must be admitted in Trust, according to the
 common Method of Surrender and Admittance.]

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A Precept to deliver Possession on a Recovery.

The Manor } G. B. Steward to J. V. Bailiff of
of G. } the said Manor, greeting:

KNOW you that C. C. in this Court, held, &c. by Judgment of the same Court, hath recover'd his Seisin against A. C. of, &c. [here recite the Premises] with their Appurtenances, in, &c. within the Jurisdiction of this Court, by the Default of the said A. C. therefore I command you, That without Delay, you cause full Seisin of the Tenements aforesaid, with their Appurtenances, to be delivered to the said C. C. and give you there this Precept, and in what Manner you have executed the same. Dated, &c.

G. B. Steward (L. S.)

See Bar, Baron and Feme, Copyhold, Discontinuance, Frank-fee, Right-Patent.

' Recusant, By Stat. 35 Eliz. cap. 2. Popish Recusants above Sixteen Years of Age, shall
' within forty Days after their Conviction, repair to their usual Dwelling, and not to remove
' above five Miles from thence, in Pain to forfeit
' all their Goods, and their Lands and Annuities during Life; and if they have no certain Abode,
' then they are to repair to the Place where they were born, or where their Father and Mother dwell;
' and within twenty Days after their Arrival there, to give their Names in Writing to the
' Minister, Constables and Headboroughs; which Minister is to enter them in a Book to be kept
' for that Purpose, and he together with the said

Constable and Headboroughs is to certify the same to the next Quarter-Sessions, where the Justices of Peace shall cause them to be enrolled.

A Copyholder shall in this Case also forfeit his Estate during Life, (if his Estate continue so long) to the Lord of the Manor, if such Lord be no *Recusant* Convict, nor seised or possessed in Trust to the Use of a *Recusant*; for then the Queen shall have the *Forfeiture*.

The King shall have the Profits of the Lands of the *Recusants* only, but no Estate; and the Statute doth not make a Tenant to the Lord. And though the King hath the Copyhold Land, yet the Lord shall have the Rent during the Possession of the King. 1 Leon. p. 98.

Reeve is derived of the Saxon Word *gerefa*, and signifies a Disposer or Director. Co. Lit. 61. b.

His Duty is much the same as a *Bailiff* or *Hayward*.

Sir Walter Vane was chosen *Reeve* to collect the Lord's Rent, having an Estate which he held of the Manor of D. and being a Captain of the Guards, he mov'd the King's Bench for a Prohibition; for that by Virtue of his Place, being a Captain, &c. he is to attend the King's Person: But deny'd, because he might make a Deputy, Sid. 355. Sir Walter Vane's Case.

See **Hayward**.

Refusal. See **Rent**.

Release. A *Release* is the giving or discharging of a Right or Action which a Man hath, or claimeth against another, or out of, or in, his Lands, *Noy Max.* 75.

A *Release* made by him, that at the Time of the making thereof had no Right, is void; if a Right come to him afterwards, unless it be with Warranty, and then it shall bar him of all Right that

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that shall come to him after the Warranty made.

Ibid.

A Release of all Demands extinguisheth all Actions Real and Personal, Appeals, Executions, Rent-charge, Common of Pasture, Rent-Service, and all Right and Seizure, and all Rights of Lands, and Property of Chattels; but not a Possibility or future Duty, as Rent payable after Death, and such like. *Ibid.* 77.

Lands were surrendered upon Condition; but in the Presentment the Conditions were omitted, and he to whose Use the Surrender was made, being dead, his Daughters and Heirs were admitted and entered, he who surrendered released to the Daughters, being in Possession; and afterwards entered upon them: Adjudged, that the Release in this Case extinguished the Right of the Copyholder; because the Lord is not prejudiced, he having received the Fine upon Admittance. 4 Rep. 25. *Kite and Queinton.*

A Release of a Copyhold Estate.

‘ TO all Christian People to whom these Presents
‘ shall come, B. R. of H. in the County of H.
‘ Gent. and G. R. of L. aforesaid, Brother of the said
‘ B. R. send greeting: Whereas the said B. R. is or
‘ was seised for and during the Term of his Na-
‘ tural Life, according to the Custom of the Ma-
‘ nor of G. in the said County of H. of and
‘ in one Copyhold Messuage or Tenement, with
‘ the Appurtenances in G. aforesaid, being Par-
‘ cel of the said Manor, with the Appurtenances,
‘ late in the Tenure or Occupation of J. B. de-
‘ ceased, and of and in several Parcels of Land,
‘ Meadow and Pasture to the same belonging, or
‘ reputed Part thereof. And whereas the said
‘ G. R. hath a Copyhold Estate for the Term of
‘ his

his Life, in the said Messuage and Premisses
 in Reversion, after the Death of the said B. R.
 as by the Court-Rolls of the said Manor of
 G. appeareth. *Now know ye* therefore, That
 the said B. R. and G. R. for and in Pursu-
 ance of an Agreement heretofore made and
 concluded between the said B. R. and J. C.
 Esq; Lord of the said Manor of G. for the said
 Copyhold Estates, and for and in Consideration
 of the Sum of, &c. of lawful Money of *Great*
Britain, by him the said J. C. in Hand paid
 to the said B. R. and G. R. or one of them,
 before the Sealing and Delivery hereof, the Re-
 ceipt whereof they do hereby acknowledge, and
 for divers other good Causes and Considerations
 them thereunto moving, have granted, yielded
 up, surrendered, remised, released and quit
 claimed, and by these Presents they the said
 B. R. and G. R. do, and every of them doth
 grant, yield up, surrender, remise, release and
 for ever quit Claim unto the said J. C. and
 unto F. H. and F. C. of, &c. Gent. and
 to their Heirs, Executors and Administrators for
 ever, (which said J. C. F. H. and F. C. are, or
 one of them now is Lord or Lords of the said
 Manor of G. and are, or one of them now is
 in the actual Possession of the said Premisses)
 their said several and respective Copyhold Estates
 in the said Messuage, Lands and Premisses, and
 in any Part or Parcel of the same, and all their
 and either of their Estate, as well Freehold as
 Copyhold, Right, Title, Interest, Possession,
 Claim and Demand whatsoever, either in Law
 or Equity, or according to the Custom of the
 said Manor or otherwise howsoever. And the
 said B. R. and G. R. do for themselves, their
 Executors and Administrators, covenant and
 grant, to and with the said J. C. F. H. and
 F. C.

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' F. C. their Heirs, Executors and Administrators
 ' by these Presents, That they the said B. R. and
 ' G. R. shall and will from Time to Time, and
 ' at all Times hereafter, upon Request, and at the
 ' Costs and Charges in the Law of the said J. C.
 ' F. H. and F. C. or either of them, do and
 ' perfect, or cause to be done and perfected all
 ' such lawful and reasonable Acts and Things in
 ' the Law whatsoever, for the surrendering, bar-
 ' ring and extinguishing of their or either of their
 ' Right and Estate as well Free as Customary,
 ' and all their or either of their Claim or Demand,
 ' in or to the said Messuage or Tenement and
 ' Premisses, or any of them, as by them the said
 ' F. H. and F. C. or either of them, their or ei-
 ' ther of their Heirs or Assigns of the said Manor,
 ' shall be reasonably advised or required. *In Wit-*
 ' *ness, &c.*

See Joint-Copyholders.

Relief is a certain Sum of Money which eve-
 ry Freeholder being at full Age, payeth unto his
 Lord at the Death of his Ancestor, when he ta-
 keth Possession of the Inheritance. It is either
Relief-Service or *Relief-Custom*. *Relief-Service* is
 that which is paid upon the Death of any Free-
 holder; *Relief-Custom* is that which is paid upon
 the Death or Alienation of any Freeholder, accor-
 ding to the Custom of the Place. In many Places
 it is Half a year's Profit; in some double the Rent
 of that Year; it is paid by Freeholders only; for
 this the Lord may distrain, but cannot have an
 Action of Debt; his Executors or Administrators
 may have an Action of Debt, but cannot distrain.
Wood's Inst. 131. Co. Cop. Sect. 25. 1 Inst. 83. a. & b.

A *Relief* may be due by *Tenure*, as a Man may
 hold Lands of T. S. as of his Manor of H. by
 Payment of Rent, and a Customary *Relief* of one
 Year's Value of his Land, by the Heir; and in
 such

such Case the Lord may distrain for it; and this was the Case of *Hungerford* against *Haviland*, (*viz.*) Custom of a Manor, that every Free Tenant thereof upon every Alienation of his Tenancy, shall pay so much by Way of *Relief* as his yearly Rent amounts to; it was objected, that this is not properly a *Relief*, but a Fine for an Alienation due by Custom; and therefore a Distress could not be taken for it unless by Custom; but adjudged that the Tenant holding it by the Payment of 5 s. Rent, and a *Relief* when it shall happen, according to the Custom of the Manor, this shall be intended a *Relief* by *Tenure*; for though at first it is said that such *Relief* was due by Custom of the Manor, yet afterwards it is expressly alledged that the Tenant held by paying a *Relief* when it shall happen. *W. Jones* 132.

Where the Lord accepts a Rent of a new Tenant, such Acceptance is no Bar of a *Relief* from a former Tenant; because now by the *Statute* 21 *H. 8.* he may avow upon the Land, and is not obliged to avow upon the Person. *Mod. Cases.*

Acceptance of a Rent or Services by the Hands of the Feoffee shall not bar the Lord of the *Relief* before due, for *Relief* is no *Service*, but a Fruit and Approvement of *Services*; for if it were Part of the *Services*, then an Action of Debt should not lie for the same so long as the Rent continueth; but it is as a Blossom or Fruit fallen from the Tree; and for *Relief* it behoveth not to avow upon any Person certain. 3 *Rep.* 66. *Tenant's Case.*

See *Prescot.*

Remainder. A Surrender is to the Use of a *Feme Covert*, the *Remainder* to the Right Heirs of the Body of the Husband and Wife; he in the *Remainder* shall not take till the Husband dies,

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for he which is to have this ought to be Heir of the Body of both. 2 *Roll. Abr.* 416. *Lane and Pannel.*

A Copyhold, which by Custom was demisable for three Lives, was demised to one for Life, the Remainder to such a Wife as he shall marry, and to the first Son of his Wife: *By the Court*, These two Remainders are void; but the Estate for Life was good. *More N. 922. Webster and Allen.*

See Admittance, Fee, Life, Possession.

Renglas, Co. Cumberland, Richard de Luci gave one good Palfry for to have a Fair at his Manor of Renglas, to continue for one Day at the Feast of St. James, and to have a Market held there every Saturday. *Mag. Rot. 10. J. Rot. 10. a. Cumb. Madox's Excheq. 282.*

Rent is an annual Sum of Money, or other Consideration issuing out of (a) Lands or Tenements, (whereunto the Grantor may have Recourse to distrain) and not out of a Piscary, a Common, an Advowson, or such like incorporeal Inheritances. And it is a Maxim in Law, (b) *That the Rent must be reserved to him from whom the Estate of Land moveth, and not to a Stranger.* And though Rent is branched out into several Kinds, [See **Gasol**] yet strictly there are but three, viz. *Rent-Service*, *Rent-charge* and *Rent-Seck*. (c) *Rent-Service* is so call'd, because it hath some Corporal Service incident to it, which at least is Fealty; and is, where the Tenant holdeth his Land of his Lord by Fealty and certain Rent, or by other Services and certain Rent; and if *Rent-Service* at any Day that it ought to be paid, be behind, the Lord may *distrain* for that of Com-

(a) Co. Lit. 144. (b) Ibid. 143. b. 4 Rep. 71. *Whitlock's Case.* (c) Co. Lit. 142. Sect. 213.

mon Right. (a) *Rent-charge* is so called, because the Land for Payment thereof is charged with a Distress; as if a Man by Deed indented maketh a Gift in Fee-tail, Remainder over in Fee, or a Lease for Life, Remainder over in Fee; or a Feoffment in Fee, and by the same Indenture he reserveth to him and his Heirs a certain *Rent*, and that if the *Rent* be behind, it shall be lawful for him and his Heirs to distrain, &c. Such a *Rent* is a *Rent-charge*, because such Lands and Tenements are charged with such Distress by Force of the Writing only, and not of Common Right. (b) *Rent-seck* is because no Distress is incident to it; as if a Man upon a Deed indented, reserve to him and his Heirs a certain *Rent*, without any Clause put in the Deed, that he may distrain, then such *Rent* is *Rent-seck*; for that he cannot come to have the *Rent* by Way of Distress.

If a Person gives any valuable Thing in Name of Seisin of *Rent* beforehand it is good; yet being given before the Day in which the *Rent* is due, it shall not be abated out of the *Rent*: So, as to give Seisin of *Rent*, it is taken as Part of the *Rent*; but as to the Payment of *Rent* it is accounted no Part of the *Rent*. Co. Lit. 315. a.

In the Case of Payment of *Rent* going out of Land, there are four Times of Payment. First, of Payment voluntary and not satisfactory; and yet good to some Special Purposes. As, if the Lessee, Donee or Tenant payeth his *Rent* before the Day, the same is Voluntary and not Satisfactory; but if it be paid in the Name of Seisin of *Rent*, altho' it doth not enure by Way of Satisfaction, yet it shall give a sufficient Seisin to this Purpose to have his Assise, or other Remedy. Second, Voluntary,

(a) Co. Lit. 143. b. Sect. 217. (b) Ibid. Sect. 217, 218.

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and in some Cases Satisfactory, and in some not; as if the *Rent* be payable at the Feast of *Easter*, if the Tenant pay the *Rent* in the Morning, and the Lessor dieth at Two before the Evening of the same Day, this Payment was Voluntary, and yet it is a good Satisfaction against the Heir, but not against the King. *Third*, Legal and Satisfactory, and not coercive; for the legal Time of Payment is a convenient Time before the last Instant of the Day, which is the most extreme Time, and is Satisfactory, and not coercive; for till the End of the Day no Remedy is given by Law. *Fourth*, Legal, Satisfactory and Coercive, and is when the *Rent* is due and behind. 10 Rep. 127. *Clun's Case*.

Rent reserved to be raised of the Profits of the Lands, is not due until the Profits are taken by the Lessee; and if Land be evicted, or if the Lease determine before the legal Time of Payment, no *Rent* shall be paid; for it shall never be apportioned in Respect of Part of the Time, as it shall be on Eviction of Part of the Land; and therefore if a Tenant for Life maketh a Lease for Years, rendring *Rent* at the Feast of *Easter*, and the Lessee occupieth the Lands three Quarters of the Year, and in the last Quarter before the Feast of *Easter*, the Tenant for Life dieth, here shall be no Apportionment of the *Rent* for the three Quarters of the Year, because that no *Rent* was due until the Feast of *Easter*, and the Feast of *Easter* did not incur in the Life of the Lessor, and no Apportionment shall be in Respect of Time; but if Part of the Land had been evicted before the Feast of *Easter*, and the Feast of *Easter* had incurred in the Life-time of the Lessor, then there shall be an Apportionment of the *Rent*, but not in Respect of Time which continueth, but in Respect that Parcel of the Land leased is evicted. *Ibid.* 128.

If

If one seised of Lands in Fee, maketh a Lease of the same Land for Ten Years, yielding to him and his Heirs a yearly *Rent* of Twenty Pounds at the Feast of Saint *Michael*, (a) or within one Month after; if the Lessor dieth between the Feast of St. *Michael* and the End of the Month, the *Rent* must be paid to the Heir as incident to the Reversion, and not to the Executors; as where *Rent* is due and behind, because this was not due until the End of the Month; so the *Rent* must be paid to the Heir, if the Lessor dies before any fixed Day of Payment. If the Lessor dies upon the Day of Payment, if the *Rent* is unpaid, the Heir shall have it; for the *Rent* is not due till the last Minute of the Natural Day. (b) But if it be paid that Morning before the Lessor dies, his Executor shall retain it against the Heir, but not against the King. If the Lessor lives to the Day of Payment, a Payment before the Day appointed, is in Law a Payment at the Day; and a Payment at another Place is good, as if received at the Place limited in the Condition. If one seised in Fee lets Lands for certain Years, and reserves a *Rent* to himself, and not to him and his Heirs, the *Rent* shall determine by his Death, if he dies within the Term. If he reserves a *Rent* (c) generally, without shewing to whom it shall go, it shall go to his Heirs. If he reserves it to himself or his Heirs, it is void as to the Heir. If he reserves a *Rent* to him and his Assigns, the *Rent* shall determine by his Death; because the Reservation is good only during his Life. So if he reserves a *Rent* to him and his Executors, it shall End by his Death; because the Heir hath the Reversion,

(a) 10 Rep. 127. 1 Saund. 287. (b) 10 Rep. 127.
1 Inst. 212. a. & b. (c) 1 Inst. 47. a. 214. a. 9 Rep.
111. 2 Saund. 371. 1 Ventris 161.

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and the *Rent* is incident to the Reversion. But it has been resolved that a *Rent* reserved to the Lessor, and his Executors and Assigns, during the Term, shall go to the Heir; because the *Rent* after the Decease of the Lessor, comes in Lieu of the Land which had descended to the Heir. (a) But if the *Rent* is reserved to the Lessor, his Heirs and Assigns, then the Assigns of the Reversion shall enjoy it, if the *Rent* is incident to the Inheritance.

If a (b) *Rent* is reserved upon a Lease for Years of Lands, at four usual Feasts in the Year, the Lessor shall have an Action of Debt after the first Day of Failure, because the same is accounted in Law a Reservation of Parcel of the Profits of Land. So that every Quarter's *Rent* is a (c) several Debt. (d) Thus it is of a Covenant, or Promise, or Recognisance to pay a Hundred Pounds at five several Days after the first Default; yet if one leaseth a Stock of Cattle, or other (e) Personal Goods, and the *Rent* is to be paid at several Days, the Lessor must tarry until all the Days are expir'd, because it is all but one Personal Contract; and so it is of a Bond or Contract for Payment of (f) several Sums of Money.

When one is to pay *Rent* at a certain (g) Day, he hath all that Day until Night to pay it, but so that the Receiver may see to tell it. And when a common Person appoints (b) no Place of Payment of his *Rent*, the Law appoints it to be upon the Land; but in Case of the King, the Payment must be at the Exchequer, or to his Receiver. If

(a) Plowd. 167. 1 Inst. 47. a. (b) 5 Rep. 81. 10 Rep. 128. 1 Inst. 47. b. 292. b. (c) 1 Ventris 129. (d) 4 Rep. 94. 1 Inst. 292. b. (e) 4 Rep. 94. 5 Rep. 81. (f) 1 Inst. 47. b. 292. b. (g) Ibid. 202. a. (h) Ibid. 4 Rep. 72, 73.

a Man is bound in an Obligation to pay his *Rent* at a Day, (a) he must seek out his Landlord to pay him.

By Stat. 18 Eliz. cap. 6. ' Upon Leases
' made by Colleges in the Two Universities, in
' *Winchester* and *Eaton*, the third Part of the
' *Rent* shall be reserved in Grain, to be deliver'd
' to them yearly, at Days prefix'd, after the Rate
' of 6s. and 8d. for a Quarter of Wheat, and
' 5s. for a Quarter of Malt, or under those
' Prices, or it shall be in the Election of the Lessee to pay them in Kind, at the best Rates found
' in those several Markets respectively, the next
' Market-Days before the said Day prefix'd for
' the Payment or Delivery thereof; and all other
' Leases otherwise made, and all Bonds and Assurances given to the contrary, shall be void;
' which said Grain or Money shall be expended
' for the Relief of the Commons and Diet of the
' said Colleges respectively without Fraud, in Pain
' of Deprivation of the chief Rulers of such Colleges respectively, and of all others consenting thereunto.

Acceptance of a next *Rent* due at a Day (b) afterwards, shall bar one to enter for a Condition broken before by Reason of the Nonpayment of the *Rent*, because he now affirmeth the Lease to have Continuance, which he might have avoided, and he not accepted the *Rent*; so a Distress affirmeth the Continuance of the *Rent* in such Case. But if the *Rent* was due before, and thereby the Condition broken, one may receive that *Rent*, and yet re-enter; and if he accepteth (c) Part of the *Rent*, he may enter for a Condition broken, and

(a) Noy Max. 80. (b) 3 Rep. 64, 65. 1 Inst. 211. b.
1 Cro. 528. (c) 1 Inst. 203. a.

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retain the Land until he has the whole *Rent*. If there is a Lease for Years rendring *Rent*, with Condition that if the Lessee assigns his Term, the Lessor may re-enter, the Lessee assigneth, and the Lessor receiveth the *Rent* of the Assignee, not hearing of the Assignment, (a) or not having Notice of it, he may re-enter notwithstanding the Acceptance of the *Rent*.

If a (b) lesser Sum is paid in Satisfaction of the whole, this cannot be Satisfaction for the whole, unless acknowledged to be so by Acquittance under Seal. And so when a Contract is made by Writing to do any collateral Act, it cannot be altered without Writing.

A (c) Demand of *Rent* must be in Person, or by lawful Attorney, in the Presence of Witnesses; and it need not be demanded at the very (d) Time it is due, but at any Time after, whether the Tenant be present or no, if you are to distrain, But the six following Things are to be observed.

1. Demand the *Rent*.
2. Upon the Land, if there be no House.
3. If there is a House, at the Fore-Door the most notorious Place. It is not material whether any Person be in the House or no. So if a Feoffment is of a Wood only, the Demand must be at the Gate of the Wood, or other most notorious Place.
4. If the Appointment is at any other Place from the Land, the Demand must be at that Place.
5. The Time of Demand must be certain, that the Tenant may be there to pay the *Rent*.
6. The last Time of Demand of the *Rent*, is such a convenient Time before the Sun-setting of the last Day of Payment, as that the Money

(a) 3 Rep. 65. 1 Cro. 553, 572. 2 Cro. 334, 398.
 (b) 1 Inst. 212. b. 5 Rep. 117. 9 Rep. 78, 79. (c)
 Wood's Inst. 188. (d) 7 Rep. 28, 29. 1 Inst. 144. a.
 153. a. & b. 201. b.

may be numbred. The Lessor, or his sufficient Attorney must remain upon the Land the last Day on which the *Rent* due is to be paid, until it be so dark that he cannot see to tell the Money; (a) and if the Money is not paid (whether the Tenant is absent or present) this is a *Denial* in Law, though there are no Words of *Denial*. (b) One may reserve a *Rent* on Condition, That if the *Rent* is behind he shall re-enter, and hold the Land till he is satisfied or paid the *Rent* behind, &c. In this Case if the *Rent* is behind, or all or in part unpaid at the Day, he may re-enter. But when the Feoffee, &c. pays or tenders on the Land all the Arrears, the Feoffee, &c. may enter again; for the Feoffor, &c. has only an Interest, not the Freehold, to take the Profits in the Nature of a Distress. Here the Profits shall not go in part of Satisfaction of the *Rent*; otherwise if he was to hold the Land till he was paid by the Profits thereof.

In the Case of the *King* a Demand is not necessary; but if the *King* grants over the Reversion of his Lease to a common Person and his Heirs, he in the Reversion ought to make a Demand upon the Land, &c. *Wood's Inst.* 189. 4 *Rep.* 73. 5 *Rep.* 76.

If the Lord demandeth his *Rent*, and the Copyholder denieth to pay it, this is a *Forfeiture, ipso facto.* Co. Copyh. Sect. 57.

So if the Copyholder saith that he wanteth Money to discharge the *Rent*, and therefore intreateth the Lord to forbear until he be better provided, unless the Lord giveth his Consent, this Non-payment is a *Forfeiture, ipso facto.* *Ibid.*

(a) Lit. 233. 1 *Inst.* 153. b. (b) 1 *Inst.* 203. a. Lit. 327.

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For a Copyholder, knowing his Day of Payment is to provide against the Day; but if the Lord cometh upon the Copyholder's Ground, and demandeth his *Rent*, and neither the Copyholder himself, nor any other by his Appointment, is there present to answer the Demand, though this be a Denial in Law of the *Rent*, yet this is no Forfeiture. *Ibid.*

But if the Lord continueth to make Demand upon the Ground, and the Copyholder is still absent, this continual Denial in Law, amounteth to a Denial in Fact, and maketh the Copyholder's Estate subject to a *Forfeiture*, without Presentment. *Ibid.*

If the Estate of the Lord of a Manor cease by Limitation of an Use, and the Use and Estate thereof transferred to another, who demanded the *Rent* of a Copyholder, who denieth to pay the same to him, this is no Forfeiture, without Notice given to the Copyholder of the Alteration of the Use and Estate. 8 Rep, 92. *Fraunce's Case.*

By Stat. 4 Geo. 2. cap. 28. ' When Half
' a year's *Rent* is due, the Landlord may serve a
' Declaration in Ejectment, and there not being
' sufficient Distress, shall have Judgment to recover
' the Land, &c. but the Tenant may have Relief
' on filing a Bill in Equity, within six Months;
' though not have an Injunction, unless he bring
' into Court the *Rent* in Arrear, &c. Persons
' shall have the same Remedy for *Rent-seck*,
' Chief *Rents*, &c. as for *Rent* reserv'd on Lease.

A Grant of a Rent-charge.

' **KNOW** all Men by these Presents, that I
' F. G. for and in Consideration of the Sum
' of — *l.* to me in Hand paid before the Ensealing
' and Delivery hereof; the Receipt whereof I

H h 3

' the

the said F. G. do acknowledge; and thereof,
 and of every Part thereof do acquit and for
 ever discharge the said R. C. his, &c. have gi-
 ven, granted and confirm'd, and by these Pre-
 sents do give, grant and confirm unto the said
 R. C. one Annuity or Rent-charge of — l. to
 be had, taken and receiv'd out of all and sin-
 gular my Messuages, &c. within the Kingdom
 of *England*, to be paid at the four most usual
 Feasts or Terms in the Year, that is to say, the
 first Payment thereof to be made and to begin
 on, &c. To have, hold, receive, take, possess
 and enjoy the said Annuity or yearly Rent-
 charge of, &c. unto the said R. C. his, &c.
 from the Day of the Date of these Presents,
 until the full End and Term of, &c. and if the
 said Annuity or yearly Rent-charge of, &c. shall
 happen to be behind and unpaid in part or in all
 after any of the said Feast-Days above limited
 for the Payment of the same, that then it shall and
 may be lawful to and for the said R. C. his, &c.
 into all and singular the said Messuages, &c. or
 into any Part thereof to enter and distrain both
 for the Annuity aforesaid, and the Arrearages
 thereof (if any be) and the Distress and Dis-
 tresses then and there found and taken, to keep
 and detain until the said Annuity and all Arrear-
 ages thereof shall be fully satisfied, contented
 and paid unto the said R. C. his, &c. and the
 said F. G. for himself, &c. doth covenant and
 promise from Time to Time, and at all Times
 during the said Term of, &c. well and truly to
 pay, or cause to be paid to the said R. C. his,
 &c. or some of them, the said Annuity or year-
 ly Rent of, &c. in Manner and Form aforesaid,
 according to the true Intent and Meaning of
 these Presents. *In Witness, &c.*

A Grant

A Grant of a Rent reserved by Lease.

THIS Indenture made, &c. between J. F. of &c. of the one Part, and R. C. of, &c. of the other Part, witnesseth, That whereas the said J. F. by his Indenture of Lease, bearing Date, &c. [reciting the Lease] (as in and by the said recited Lease it doth more at large appear) Now this Indenture further witnesseth, That the said J. F. for and in Consideration of a competent Sum of Money, hath demised, granted, bargained and to Farm letten, and by these Presents doth demise, grant, and to Farm let unto the said R. C. the Reversion and Remainder of the said Shop, &c. and other Premises by the said Indenture of Lease demised, together with the said yearly Rent thereby reserved, and the Counter-Part of the said Indenture of Lease, under the Hand and Seal of the said, &c. To have and to hold, possess and enjoy the said Reversion and Rent of, &c. and every Part thereof, unto the said R. C. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Residue of the aforesaid Term of, &c. yet to come and unexpired, yielding and paying therefor yearly and every Year, during the said Term, unto the said J. F. his Executors or Assigns, at the Feast of, &c. one Pepper-Corn, if the same shall be lawfully demanded. And the said J. F. doth for himself, &c. that he the said J. F. at the Time of Sealing and Delivery of these Presents, is the true and lawful Owner and Possessor of the said demised Reversion and Rent; and is at the Ensealing and Delivery of these Presents lawfully and absolutely possessed thereof; and that he the said J. F. hath full Power and Authority to de-

' give and grant the said Reversion and Rents of,
 ' &c. unto the said R. C. his Executors, Admi-
 ' nistrators and Assigns, for and during all the
 ' Rest and Residue of the said Term of, &c. in
 ' Manner and Form aforesaid, according to the
 ' true Intent and Meaning of these Presents. And
 ' further, that the said J. F. his, &c. shall and
 ' will from Time to Time, and at all Times here-
 ' after, during the said Term, fully and clearly
 ' acquit, discharge, save and keep harmless the
 ' said R. C. his, &c. of and from all former and
 ' other Bargains, Sales, Gifts, Grants, Leases, For-
 ' feitures, Claim and Demand whatsoever; and the
 ' said J. F. doth for himself, &c. that the said
 ' yearly Rent of, &c. shall continue, remain and
 ' be from henceforth, during the Residue of the
 ' said Term, due and payable unto the said R. C.
 ' his, &c. according to the true Intent and Mean-
 ' ing of these Presents. *In Witness, &c.*

A Letter of Attorney to receive Rent.

' **K**NOW all, &c. That I A. B. of, &c.
 ' have made, named and ordained, and by
 ' these Presents do make, name, ordain, and in
 ' my Place and Stead put and constitute B. C. of,
 ' &c. my true and lawful Attorney for me, and
 ' in my Name, and to and for my proper Use
 ' and Behoof, to demand, &c. of and from all
 ' and every Person or Persons, my Tenants in, &c.
 ' and all others whom it doth, shall or may con-
 ' cern, all such Sum and Sums of Money as are
 ' now, and which shall arise, become and grow
 ' due and payable unto me the said A. B. for
 ' Rent and Arrears of Rent, for all and every, or
 ' any my Messuages or Tenements, situate, &c.
 ' aforesaid, by Lease or otherwise; and if need
 ' be, to enter into or upon the said Messuages or
 ' Tene-

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‘ Tenements, or any of them, and to distrain for
‘ all or any such Rent or Arrearages of Rent,
‘ and to enter and take Possession of them, or any
‘ of them, in Case of Forfeiture, as Occasion
‘ shall require; and to use and take all or any
‘ other lawful Remedies, Ways, Means and Ad-
‘ vantages whatsoever, for or upon Default or Non-
‘ payment of all or any such Rent, or Arrears of
‘ Rent; and likewise to transact, do, perform and
‘ accomplish all other Affairs whatsoever, relating
‘ to all or any my said Messuages or Tenements,
‘ as Occasion shall require, as fully as I my self
‘ might or could do, were I personally present;
‘ and upon Receipt or Recovery of all or any
‘ such Rent, or Arrears of Rent, sufficient Ac-
‘ quittances and Discharges for me, and in my
‘ Name to make and give; giving and by these
‘ Presents, granting unto my said Attorney full
‘ Power and Authority in and touching the Pre-
‘ misses, to sue, pursue, arrest, attach, seise, se-
‘ quester, implead, imprison, condemn and pro-
‘ secute; and thence and thereof again to acquit,
‘ discharge, and out of Prison to release; also for
‘ me to appear, and my Person to represent in all
‘ or any Court or Courts, or other Places, as De-
‘ mandant or Defendant, in any Suit, Action or
‘ Appeal, for or by Reason of the Premisses; Like-
‘ wise Attorney or Attornies under him to set,
‘ substitute, and again to revoke; and generally
‘ to do, act and perform all other Matters and
‘ Things, in and to the Premisses requisite and
‘ necessary, as fully as I my self might or could
‘ do, were I personally present. And I do hereby
‘ ratify and confirm all and whatsoever my said
‘ Attorney, or his Substitutes shall legally do or
‘ procure to be done in and touching the Premisses.
‘ *In Witness, &c.*

A War-

A Warrant to distrain for Copyhold Rents.

The Manor } Memorandum, *This Day of,*
 of G. } &c. I W. B. Lord of the
 said Manors of M. and N. have made, constituted
 and ordained R. S. of, &c. my true and lawful
 Attorney and Bailiff, to demand and receive of all
 and every the several and respective Copyhold Te-
 nants of the said several and respective Manors of M.
 and N. all and every the several and respective Copy-
 hold Rents to me due and in Arrear; and I do hereby
 further appoint and authorise him the said R. S. to
 levy the said Copyhold Rents severally and respec-
 tively by Distress of the several Goods of the se-
 veral Persons that shall refuse or neglect to pay the
 same. And I desire all my Copyhold Tenants, and
 others within the several Manors, respectively to
 be aiding and assisting to my said Bailiff in Dis-
 charge of his said Service. In Witness, &c.

G. B.

See Aa, Aaion, Alienation, Amercia-
 ment, Arrear, Bargainee, Condi-
 tion, Dental, Distress, Dower,
 Freehold, Freeholder, Reputation,
 Tender.

Repair. If a Copyholder by the Custom cuts
 down Timber Trees for Reparations, he shall have
 the Trees, Lop, Top and Bark; and though he
 cannot repair with the Tops and Bark, yet he may
 sell them towards defraying the Charge in Repair-
 ing. 3 Bulst. 281. Sanford and Stephens.

The Custom is for Copyholders of Inheritance
 to cut Timber for Repairs; he nor his Lessee can-
 not employ Trees sell'd with the Wind to any
 such Use, in regard that thereby his special Pro-
 perty

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perty ceaseth; much less can Lessee or Copyholder for Life by any such Custom take *Trees*. 1 *Keb.* 690.

Custom, &c. that if a Copyholder suffer the Buildings to be out of *Repair*, that he shall be amerced, and that the Lord of the Manor may distrain the Cattle of such Copyholder for the said *Amerciament*, and likewise the Cattle of any Under-tenant *Levant* and *Couchant* on the Copyhold Lands: Adjudged a good Custom, and that the *Amerciament* is a Charge on the Land, and not only Personal to the Copyholder; and for that Reason the Cattle of any Stranger may be distrained. *March* 161. *Thorn* against *Tyler*.

A Copyholder for Life cut down *Timber*, his Copyhold Tenements being out of *repair*, and this was found a *Forfeiture* upon a Trial in Ejectment; and upon a Bill in Chancery exhibited to be relieved against this Verdict, the Plaintiff insisted, that the *Timber* was but of small Value, and that his Copyhold was out of *Repair*, and that the cutting the *Timber* was intended to *repair* it; the Lord Chancellor directed an Issue at Law, whether the primary Intention was to commit Waste by selling this *Timber*; and it was found that it was not, and therefore he decreed that the Lord should deliver Possession of the Copyhold, and account for the *Mesne* Profits. 1 *Chan. Rep.* 95, 96.

See *Quarenden*.

Replevin. If a Copyholder will sue a *Replevin* against the Lord, upon the Lord's lawful Distress for his *Rents* and *Services*, this is a *Forfeiture* ipso facto. *Co. Copyhold. Sect.* 57. 1 *Roll's Rep.* 48. *Warn* and *Sawyer's* Case. But the Under-tenant may bring a *Replevin* against the *Mesne*.

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'The Form of a *Replevin* in a *Baron-Court*.

The Manor } G. B. Steward of the Manor afore-
of, &c. } said, to the Bailiff of the said
Manor, greeting:

FOrasmuch as that J. P. hath found me sufficient Security, as well for prosecuting his *Sute* which is for his Cattle, to wit, four Black Cows, which E. B. took and unjustly detains, as it is alledged; as also to make Return if Return is adjudged; therefore in Behalf of the Lord of the Manor aforesaid, I command you to replevy and cause to be re-delivered to the aforesaid J. P. the Cattle aforesaid; and that you require the said E. B. by good and safe Pledges, so that he be before me at the next Court to be held at, &c. the Twenty-third Day of May, 1734. to answer the aforesaid J. P. in a Plea of taking and unjustly detaining his Cattle aforesaid, and the like, &c. to me at the next Court certify, or, &c. this omit not at your Peril. Given under the Seal of my Office the Fifteenth of March, in the Seventh Year of the Reign, &c. in the Year of our Lord 1733.

G. B. Steward (L. S.)

Condition of a Bond to the Steward, on granting a *Replevin*.

THE Condition of this Obligation is such, That if the above bound J. P. do appear at the next Court holden in and for the Manor of, &c. at, &c. on, &c. and then and there do prosecute his Action with Effect against E. B. for wrong-fully

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fully taking and detaining of the Cattle, to wit, of four Black Cows, as it is alledged, and do also make Return thereof, if Return shall be adjudged by Law; and also do save harmless and indemnified the above-named G. B. Steward of the said Manor, for, touching and concerning the Delivery of the said Cattle, that then this present Obligation shall be void, or else to remain in full Force.

Signed, sealed and delivered
(being first duly stamp'd) in
the Presence of us.

N. B. *The Proceedings in this Court in Replevin, are the same as in the County-Court.*

See Distress.

Replication is an Exception or Answer made by the Plaintiff in a Suit, to the Defendant's Plea: And it ought to contain Certainty, and not vary from the Declaration, but pursue and maintain the Cause of the Plaintiff's Action. It must be writ on a Double Penny Stamp.

Form of a Replication.

AND the said William saith that he ought not to be precluded from his said Action against him the said John, because he saith that the said John hath not paid to the said William the said Sum of twenty Pounds, in full Satisfaction and Discharge of all the several Sums of Money due from the said John to the said William, in such Manner and Form as the said John hath above alledged in his Plea; and this he prays may be inquired of by the Country; and the said John prays likewise the same.

Reputa-

Reputation. In *Replevin, &c.* the Defendant avowed for a Rent-charge, setting forth that *W. R.* was seised of the Manor of *W.* in Fee, of which Manor the Place where, *&c.* was Parcel, and that the said *W. R.* made a Feoffment thereof to one *R. H.* rendring Rent, and that the said *W. R.* being seised of the said Rent, died seised, and the same descended to his Son and Heir, who was seised of the said Rent as Parcel of the Manor, *&c.* and bargained and sold the Manor, and all Rents reputed Part of the said Manor, to the Father of the Avowant, and so derives a Title to himself, and avers that the Rent at the Time of the said Bargain and Sale, and long before, was *reputed* Parcel of the Manor. Upon a Demurrer to this Avowry it was adjudg'd that this Rent did not pass by the Bargain and Sale to the Father of the Avowant, because there was nothing set forth in the Avowry to shew that it was ever Parcel of the Manor; as that the Bailiff of the Manor had accounted for it as Parcel of the Manor, or that the Lessees of the Manor had enjoy'd the Rent as Parcel thereof; which Things, or the like, had been good Matter to induce a *Reputation*, that it was Part of the Manor; but the bare Averment, that it was Parcel of the Manor at the Time of the Bargain and Sale, is not sufficient to induce a *Reputation* that it was so. 1 *Leon.* 13. *Foreman* against *Bohun.*

Rescue. A Custom of a Manor, that if a Tenant *rescue* or drive away his Cattle from the Land when the Lord is coming to *distrain*, that in such Case he shall be amerced by the Homage, and that the Lord may *distrain* for it, is good. *Godb.* 135.

See *Distress*, p. 154, &c.

Reserve. See *Freehold.*

Resiant. See *Leet*, p. 344.

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Reversion. Assignees of a *Reversion* of Copyhold Lands shall take Advantage of Conditions and Covenants against the Lessees of such Lands, as fully as the Lessees themselves, their Heirs or Successors might have done by Virtue of the Statute of 32 H. 8. c. 34. 3 Lev. 326.

In a Special Verdict in Ejectment, the Case was, Custom of a Manor for the Lord to demise by Copy, for one, two or three Lives, and also to grant Copyhold Estates for Life in *Reversion*; the Lord granted a Copyhold for Life to T. S. and afterwards he married, and then he granted the *Reversion* of the same to T. H. for Life, and soon after died; then the first Copyholder for Life died, and T. H. the Copyholder in *Reversion* entered, and made a Lease to the Defendant, warranted by the Custom; afterwards these very Lands were assigned to the Widow of the Lord for her Dower, who brought an Action and recover'd, and made a Lease to the Plaintiff, who brought an Ejectment against the Lessee of the Copyholder; and adjudged that this T. H. the Copyholder in the *Reversion* shall hold the Lands discharged of the Dower; for though her Husband married before he granted the *Reversion*, yet the Copyholder was in by Virtue of the Custom, which is *paramount* her Title of Dower. 1 Leon. 16. *Cham* against *Dover*.

A Custom for a Lord of a Manor to grant Copyholds in *Reversion*, but not without the Consent of the Tenant in Possession, is a void Custom. *Goldf.* 103. *Plimpton* against *Dubinett*.

Tenant for Life of a Manor granted a Copyhold in *Reversion* to T. S. for Life, and soon afterwards died, then the Copyholder in Possession died, and the succeeding Lord of the Manor granted the same Copyhold to J. H. it was held that this Grant of a Copyhold in *Reversion* was not good;

good; but if it had come into Possession whilst the Lord of the Manor who granted it, had been living, though he was but Tenant for Life of the Manor, it had been good. *Moor p. 95.*

If a Man lets all the Demesnes of a Manor for Life, rendring Rent, yet the *Reversion* is Parcel of the Manor, and it shall pass by the Grant of the Manor. *Dyer 6. 7 Eliz. 10.*

The Lord of a Manor cannot grant a Copyhold in *Reversion*, without Special Custom. *March Rep. 8.*

If a Copyholder in Fee surrendereth for Life, reserving the *Reversion*, and the Lessee for Life dieth, the Copyholder shall not be admitted to his *Reversion*, neither shall he pay a *Fine*, because the *Reversion* was never out of him. *Co. Cop. Sect. 56.*

Revocation is the Calling back of a Thing granted, or a Destroying and making void of some Deed, which had Existence until the Act of *Revocation*, that made it void.

And a Man cannot by his Act make such Authority, Power or Warrant, not countermandable, which by the Law, and in its Nature is countermandable. As if I make a Letter of Attorney to make Livery, or to sue an Action in my Name, or if I assign Auditors to take an Account, or if I make one my Factor, or if I submit my self to an Arbitrament, although that these are done by exprefs Words *irrevocably*, yet they may be *revoked*: So if I make my Testament and Last Will *irrevocably*, yet I may *revoke* it; for my Act or my Words cannot alter the Judgment of the Law to make that *irrevocable*, which of its own Nature is *revocable*. 8 Rep. 82. *Vinyor's Case.*

Revocation of a Letter of Attorney.

‘ **T**O all, &c. I *A. B. &c.* send greeting :
 ‘ Whereas I the said *A. B.* did in or about the
 ‘ Month of *January* last past, by a certain Wri-
 ‘ ting or Letter of Attorney, authorise and im-
 ‘ power *B. C.* of, &c. to demand, sue for, re-
 ‘ cover and receive; as well of and from *C.* of,
 ‘ &c. and *D. &c.* as of and from all other Per-
 ‘ sons whatsoever, all Debts, Dues, Sums of Mo-
 ‘ ney, Goods, Effects and Things, due, owing,
 ‘ payable or belonging to him the said *A.* [or to
 ‘ that Effect] as thereto Relation being had it
 ‘ doth and may more fully and at large appear.
 ‘ Now know ye, That I the said *A.* for divers
 ‘ good Causes and Considerations me thereunto
 ‘ moving, have revok’d, recall’d and countermand-
 ‘ ed, and by these Presents do revoke, recall,
 ‘ countermand, and to all Intents and Purposes
 ‘ make null, void, and of none Effect, the
 ‘ said recited Writing or Letter of Attorney, and
 ‘ all Powers and Authorities therein and thereby
 ‘ made, granted and given, and all other Things
 ‘ therein contain’d, and all Acts, Matters and
 ‘ Things which might or may be therein con-
 ‘ tain’d, and all Acts, Matters and Things which
 ‘ might or may be acted, done and perform’d by
 ‘ Virtue or Means thereof. *In Witness, &c.*

Right-Close is a Writ which lieth for those
 Tenants within *Antient Demesne*, who hold their
 Lands and Tenements by Charter in Fee-simple,
 or in Fee-tail, or for Life, or in Dower; if any
 of them be ousted of their Lands or Tenements,
 or disseised, &c. he, or his Heir, may sue this Writ

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directed to the Lord of *Antient Demefne*, commanding him to do Right, &c. in his Court. *New Nat. Brev.* 23.

The Form of the Writ.

GEORGE the Second, by the Grace of GOD, of Great Britain, France and Ireland King, Defender of the Faith, &c. To his [our] (a) Bailiff of J. greeting: We command you that [justly, and] without Delay, and according to the Custom of our Manor of J. you do full Right to A. of one Messuage, with the Appurtenances in J. which B. has deforced him of; and let us hear no more Clamour for Defect of Right. Witness, &c.

Upon this Writ he must make Protestation, to sue in that Court the same Writ, in the Nature of what Writ he will declare.

The Form of Entry when such Writ is brought in Court.

TO this Court came Robert N. by Nicholas B. his Attorney, by Letters Patent of him the said Robert, and delivered to the aforesaid Bailiff, a certain Writ, of our now Lord the King, close, to the said Bailiff directed, in Form of Law, according to the Custom of the Manor aforesaid to be put in Execution; the Tenor of which was in the Words, following:

(a) Though the Writ is directed to the Bailiffs, yet the Suitors are Judges. Mich. 17, 18. Eliz. Rot. 1381. See Bent. N. 254. Sir M. Hale's Notes on Fitz-Herbert's Nat. Brev. 2to. 23.

GEORGE,

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GEORGE, &c. To J. Bailiff of S. greeting:
We command you, that justly and without Delay,
and according to the Custom of the Manor of G.
you do full Right to Robert N. of two Messuages,
&c. in W. and H. which P. and C. deforced him
of, and let us hear no more Clamour for Defect of
Right, &c. and thereupon the said R. N. found
Pledges to prosecute his Writ aforesaid, to wit, T.
and W. and made Protestation to prosecute that
Writ in the same Court, in Form and Nature of
Assise of Novel Disseisin at Common Law, accor-
ding to the Custom of the Manor, saying that the
aforesaid P. and C. unjustly, and without Justice,
have disseised him of his Free Tenements in W. and
H. to wit, of the Tenements aforesaid, with their
Appurtenances, after the first, &c. and prayed Pro-
cess to be made thereon, according to the Custom of the
Manor aforesaid, &c. therefore, according to the Cu-
stom of this Manor, Precept is made to T. H. Under-
Bailiff of this Manor, and Officer of this Court, That
he cause those Tenements to be re-seised, together
with the Chattels which were taken thereon, and
the same Tenements, with their Appurtenances, to
be in Peace until next Court, to be held before the
said Bailiff and Suitors of the same Court, to wit,
on Thursday next ensuing, at S. and in the mean
Time to cause Twelve free and lawful Men of the
Neighbourhood of W. and H. aforesaid, within the
Precincts of the said Manor, to view the said Tene-
ments, and to have a Panel with all their Names; and
that he summon them by good Summoners, that may be
then here, to wit, at S. to be ready thereon to make In-
quiry; and that P. T. aforesaid, their Bailiff, be put
by Pawns and safe Pledges, if he cannot be found,
That he be then here at S. to hear that Inquiry, &c.
and that he have there the Names of the Pledges,
Summoners, and the said Precept thereon to him

directed. And the same Day is given to the said R. N. &c.

At the Day of the Precept and Process being returned, the Defendant ought to appear and plead in Bar, or unto the Writ, or other Matter, in such Form as shall be in an Assise at the Common Law; and if the Protestation be made in the Nature of another Writ, then the Precept shall be according unto the Nature of the Process which is given in such Writ; and the Tenant, when he cometh in, shall plead as he shall do in such Writ sued against him at the Common Law; for the Nature of the Protestation doth alter and change the Manner of pleading for the Tenant, *New Nat. Brev. 25.*

And if False Judgment be given in this Writ, the Party Tenant or Demandant may sue a Writ of False Judgment thereupon. *Ibid.*

But he who holdeth Land in *Antient Demesne*, by Copy of Court-Roll, at the Will of the Lord, who is called Tenant by base Tenure, if he be ousted of his Lands or Tenements there in *Antient Demesne*, he shall not have this Writ of *Right-Close*, but he ought to sue by Bill in the Court of the Lord of the Manor, and shall make Protestation to sue there in the Nature of what Writ he will. But if False Judgment be given against him in that Court, he shall not have a Writ of False Judgment thereupon at the Common Law, nor other Remedy, but to sue unto the Lord by Way of Petition. *Ibid.*

When the Writ of *Right-Close* cometh unto the Lord, or unto his Bailiffs, the Lord ought to hold his Court, and to proceed thereupon according to Law, &c. and if the Lord will not hold his Court, then the Demandant may sue a Writ out of the Chancery, directed unto the Lord, commanding

manding him to hold his Court, &c. and if he will not hold it, then the Demandant may sue an Attachment against the Lord, directed unto the Sheriff, returnable in the Common Pleas or King's Bench, and thereupon the Demandant shall recover his Damages. *Ibid.* 26.

And if the Writ of *Right-Close* be directed unto the Bailiffs, &c. and they will not hold the Court, then he may sue such a Writ unto the Bailiffs, commanding them to hold their Court; and if they will not so do, he may sue an Attachment against them, directed unto the Sheriff, returnable as aforesaid, &c. *Ibid.*

Right-Patent. This is in its Nature the highest Writ in Law; and lies properly where a Man is seised in Fee-simple, and another recovereth the Land against him by Default, in a *Præcipe quod reddat*. Now he who hath lost by Default, ought to sue this Writ. Or if a Man seised in Fee-simple, dies seised of such an Estate, and a Stranger doth abate, and enter into the Land, and desorceth the Heir, the Heir may sue this Writ against the Tenant of the Freehold of the same Land. *New Nat. Brev.* 1, 2.

The Form of a Recovery in Nature of a Writ of *Right-Patent*.

TO this Court came A. B. of, &c. in his proper Person, and complains against B. W. in a Plea of Land, to wit, of one Messuage, &c. with the Appurtenances in, &c. held of this Manor, by Copy of Court-Roll, and made Protestation to prosecute his Suit aforesaid, in Nature and Form of the King's Writ of *Right-Patent*, at Common Law, according to the Custom of the Manor aforesaid, and found Pledges to prosecute his said Suit in this Court, to wit,

' J. D. and R. R. and prayed Proceſs thereupon
 ' to be made againſt the aforeſaid B. W. accor-
 ' ding to the Cuſtom of the Manor aforeſaid;
 ' therefore according to the Cuſtom of this Ma-
 ' nor, Precept was made to J. V. Bailiff of the
 ' Manor aforeſaid, and to the Officers of the ſame
 ' Court, that they ſummon the aforeſaid B. W.
 ' ſo that he be here at the next Court to be held
 ' at, &c. on, &c. to answer the aforeſaid A. B.
 ' in the Plea aforeſaid, and that then he have
 ' there the Name of the Summoners and this Pre-
 ' cept; and the ſame Day is given, &c. and
 ' accordingly to this Court came the aforeſaid
 ' B. W. in his proper Perſon, and proſer'd him-
 ' ſelf freely to answer the aforeſaid A. B. in
 ' the Plea aforeſaid, and his good Summoners, to
 ' wit, J. D. R. R. according to the Cuſtom of
 ' the Manor aforeſaid; and thereupon accordingly
 ' to this Court came the aforeſaid A. B. to wit,
 ' in his proper Perſon, and complained againſt
 ' the ſaid B. W. of one Meſſuage, &c. aforeſaid,
 ' with the Appurtenances in &c. aforeſaid, held
 ' of this Manor by Copy of Court-Roll, as his
 ' Right and Inheritance; whereupon he ſaith,
 ' that he himſelf was ſeiſed of the Tenements
 ' aforeſaid, with the Appurtenances in his De-
 ' meſne, as of Fee and Right, according to the
 ' Cuſtom of the Manor aforeſaid, in Time of
 ' Peace, in the Time of our Lord the King that
 ' now is, by taking the Profits thereof, to the
 ' Value of, &c. and that ſuch is his Right, &c.
 ' And the aforeſaid B. W. comes and defends his
 ' Right, &c. when, &c. and his Seifin, of which
 ' Seifin, &c. as of Fee and Right, &c. and chiefly
 ' of the Tenements aforeſaid, with the Appurte-
 ' nances, and the whole, &c. and puts himſelf
 ' upon the Homage aforeſaid of our Lord the King,
 ' according to the aforeſaid Cuſtom of the Manor
 ' afore-

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‘aforeſaid, and pray’d Enquiry to be made, whether he hath the greateſt Right to hold the Tenements aforeſaid, with the Appurtenances, or the aforeſaid *A. B.* as he above ſeeketh, &c. and the ſaid *A. B.* prayed Licence to imparl until Eleven of the Clock in the Forenoon of the ſame Day, and hath it; and the ſame Hour is given to the ſaid *B. W.* &c. and afterwards the ſaid *A. B.* came again into the ſame Court, the ſame Day and Hour aforeſaid, in his own proper Perſon; and the aforeſaid *B. W.* being ſolemnly call’d, appeared not, and made Default, and is in Contempt of the ſaid Court; therefore according to the Cuſtom of the Manor aforeſaid, &c. [*Here proceed to Judgment as in Recovery, See Recovery*] then the Plaintiff muſt be admitted, and the Defendant muſt releaſe to the Plaintiff with Warranty, as in the former Recovery.

See Appearance.

Riot, See Charge, p. 93. Leet p. 350.

Ringewode. See Clung.

Rip-Silver, See Gavel-rip.

Rochford, Co. Eſſex. On Kings-hill at Rochford, every Wedneſday Morning next after Michaelmas Day, at Cocks crowing, there is, by an ancient Cuſtom, a Court held by the Lord of the Honor of *Raleigh*, which is vulgarly called the *Lawleſs Court*. The Steward and Suitors whiſper to each other, and have no Candles, nor any Pen and Ink, but ſupply that Office with a Coal; and he that owes Suit or Service thereto, and appears not, forfeits to the Lord double his Rent every Hour he is abſent. The Court is called *Lawleſs*, becauſe held at an unlawful or lawleſs Hour. The Stile of the Court is in Monkish Latin Rhime, which ſee at Large in *Blount’s Tenures*, p. 147.

Rodely, Co. Gloucester. Certain Tenants of this Lordship, pay to the Lord of the Manor a Rent called *Pride-Gavel*, as a Duty and Acknowledgment to him for their Liberty and Privilege of Fishing in the River *Severn* for *Lampreyes*. And in the same Lordship there is another Rent called *Sand-Gavel*, which is a Payment due to the Lord, for Liberty granted to the Tenants to dig up *Sand* for their Use. *Taylor of Gavelkind* 112, 113.

Rodland signifies Land let out and occupied by the Rod. *Somner* 117.

Roll. A *Court-Roll* is so called, because all the Proceedings of the Court are usually entered on a long Roll of Parchment unstamp'd.

A *Copyholder* moved the Court that the Steward might be ordered to bring in the *Court-Roll* to enable him to defend his Title; but the Court denied it. *Stile* 128.

If Copy of *Court-Rolls* are shewed to prove a Customary Estate, the Enjoyment of such Estate must also be proved, otherwise the *Proof* is not good. *Stile* 450.

If the Steward sheweth a *Court-Roll* to a *Copyholder*, to prove that his Land is holden by Copy, and the *Copyholder* saith he is a Freeholder, and sheweth a Deed, pretending thereby to procure his Land to be Freehold, and teareth in Pieces the *Court-Roll*, this is a *Forfeiture ipso facto*. *Co. Copyb. Sect. 57.*

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The Form of making up a Court-Roll.

The Manor of Glas-
don with Hobna, in the
Co. of Huntingdon.

The View of Frank-pledge,
with the Court-Baron of
J. C. Esq; held at Glas-
don aforesaid, in and for
the Manor aforesaid, the
Sixth Day of April, in the
Seventh Year of the Reign
of our Sovereign Lord
George the Second, by the
Grace of God, of Great
Britain, France and Ire-
land King, Defender of
the Faith, &c. and in the
Year of our Lord God,
1734. before me,

G. B. Steward.

The Names of the Leet Jury.

Jacob Abny,	Sworn.
William Jones,	
James Johnson,	} Sw.
Thomas Truby,	
Edward Cocks,	
Thomas Brewer,	
John Prior,	} Sw.
Samuel Watts,	
John Trowel,	
William Warner,	
Thomas Yarrow,	} Sw.
Stephen Shanks,	
Joseph Chandler,	

The Names of the Ho- mage Jury.

Joseph Shory,	Sworn.
Richard Duke,	
Thomas Phillips,	} Sw.
William Simms,	
Thomas James,	
John Thomas,	
Samuel Jones,	} Sw.
Nicholas Car,	
Charles Mears,	
William Shute,	
Thomas Eyre,	} Sw.
Isaac Leach,	
Joseph Briggs,	

TO this Court it is presented by the Jury of
Homage, That M. R. late a Customary Te-
nant of the Manor aforesaid, who held to him and
his

his Heirs of the Lord of the Manor aforesaid, according to the Custom of the Manor aforesaid, one Cottage or Tenement, one Feeding Part, &c. situate, lying and being in the Manor aforesaid; since the last Court, died seised thereof, and that R. S. his Son, is next Heir, and of full Age. Now to this Court came the said R. S. in his own proper Person, and humbly craved of the Lord of the Manor aforesaid, that he might be admitted Tenant to the Premises aforesaid, and the Lord of the Manor aforesaid, by his Steward aforesaid, did deliver Seisin thereof by the Rod, To have and to hold all and singular the said Premises to him the said R. S. his Heirs and Assigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor by Fealty, Suit of Court, Quit-Rent 4d. Custom, and yearly Rent, and all Fine 1 s. 4d. other Services heretofore owing and of Right accustomed, so always saving the Right of the Lord the aforesaid R. S. is admitted Tenant thereto, in Form aforesaid, and paid to the Lord for the same, the Fine as in the Margin, and did Fealty to the Lord.

The Steward must also exactly enter the several Presentments and By-Laws. [See **By-Laws, Presentment.**]

G. B. Steward.

See **Copyholder, Evidence.**

Ruddesrip. See **Grafton.**

Ryegate, Co. Surrey. By the Custom of this Manor any Tenant may fell *Timber-Trees* upon his Copyhold without Licence from the Lord, provided such *Timber* be employed about building and repairing his Copyhold; and likewise if a Tenant dieth seiz'd of several Freehold Lands and Tenements, there is but one *Heriot* due to the Lord; and if

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a Tenant dieth seised of several Copyhold Lands and Tenements, the Lord shall have but one Heriot. *From a MS. Presentment in the Library of the Master of the Rolls, dated 1655.*

S A C is an antient Privilege which the Lord of a Manor claims to have in his Court, of holding Pleas, and of imposing Fines and Amerciaments upon Transgressors in that Court. *Taylor of Gavelkind 179.*

Sale, the Custom of the Manor of *Porchester*, that all Sales of Lands within the Manor shall be presented by the Tenants in open Court; and if a Feoffment is made and not presented, &c. the Livery and Seisin shall be void; this is a good Custom, though it was objected, That by the Feoffment an Interest is vested in the Feoffee, which shall not be devested by the Custom; but adjudg'd, that the Livery is only to give Notice of the Transmutation of the Possession, and therefore a Custom which addeth more Solemnity and Notice, is good. *5 Rep. 84. Perriman's Case.*

Sand-Gavel. See *Rodely.*

Satisfaction. See *Acknowledgment.*

Schipton, Co. Gloucester. *William le Moyne* held this Manor of the King by Serjeanty, by keeping the King's Larder. *Pla. Stin. de Anno 5 Hen. 3 Gloc. Blount 56.*

Scot.

Scold,

*A Precept to bring a Scold to be tried at
a Court-Leet.*

The Manor of *Stil-*
ten, in Co. *Huntingdon.*

G. B. Steward of his Majesty's
Court-Leet, holden this
present Day, in and for the
said Manor: To the Con-
stable of the Manor afore-
said, and Officer of the
said Court, greeting:

I Dasmuch as E. P. of the Parish of S. in
the said County, Spinster, otherwise called
E. the Wife of R. T. of the aforesaid Pa-
rish of S. in the County aforesaid, Labourer, was
at his Majesty's said Court, holden before me this
present Day, by the Oaths of twelve honest and law-
ful Men of the Manor aforesaid, presented for her
being a common Scold at the Parish aforesaid, in
the County aforesaid, within the Jurisdiction of the
said Court, as well with her Neighbours as with
other the Liege People of the King, whereby they
are much molested, disquieted and grieved, (against
the Peace of the said King, his Crown and Dig-
nity) to the great Disturbance and Disquiet of his
Majesty's Liege People, and against his Peace;
These are therefore to command you to cause the
said E. P. to come before me, or my sufficient De-
puty, at the next Court-Leet of our Sovereign Lord
the King, to be holden at S. aforesaid, in the Coun-
ty aforesaid, (within the Jurisdiction of the said
Court) upon Saturday the Second Day of October
next ensuing, to answer the Premises; and further
to do and receive as the said Court of the said King
shall

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shall consider of her in that Behalf; and have you there this Precept. Given under my Hand and Seal at S. inforesaid; the Tenth Day of April, in the Seventh Year of the Reign of our Sovereign Lord George the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c.

See Charge, p. 95.

Scitvelby, Co. Lincoln. This Manor is in Possession of the *Dimocks*, who had it by Descent from the *Marmions*, by *J. Ludlow*, and is held by Grand Serjeanty, viz. that whensoever any King of England is to be crown'd, the Lord of this Manor, for the Time being, or some in his Name, if he be unable, shall come well armed, upon a good War-Horse, into the Presence of our Lord the King, on the Day of his Coronation, and shall cause it to be proclaim'd, That if any one shall say that our said Lord the King has not a Right to his Crown and Kingdom, he is ready to defend with his Body, the Right of the King and Kingdom, and the Dignity of his Crown, against him and all others whatsoever. *Cam. Brit. p. 567.* His Fee for so doing is a Gold Cup and Cover, with the Horse he rides, the Saddle, Armour and Furniture.

Secundum consuetudinem curiae. In Trespas for taking his Goods, &c. the Defendant pleaded that E. S. was seised in Fee of the Manor of H. &c. and that in a Court-Baron held there on such a Day, a Plaint was levied, &c. against one Britton, for a certain Sum, who not appearing, an Attachment was awarded against him, *Secundum consuetudinem curiae*, directed to the Defendant, being Bailiff of the Court, &c. and upon a Demurrer to this Plea it was objected that it was ill, for that the Process was irregular, it being an
Attach-

Attachment ; whereas in a Court Baron a *Summons* is the first Process, and not an *Attachment* : But adjudged that the Defendant having pleaded that the *Attachment* was awarded *Secundum consuetudinem curia*, it shall be intended to be after the *Summons* ; however, it is no more than Misawarding the Process, which shall not make the Officer Guilty, where the Court hath an original Jurisdiction of the Cause, and in the Matter. 2 Roll. Rep. 493. *Turbervill* against *Tipper*.

Secundum consuetudinem manerii, [according to the Custom of the Manor] Anno 25 Eliz. in a Special Verdict in Ejectment, it was adjudged, that by the Words (any Interest or Estate for Life) in the Statute 31 H. 8. that a Copyhold Estate for Life was comprehended ; for though Copyholders are accounted Tenants at Will, yet they are not simply so ; but *Secundum consuetudinem Manerii*, which Custom warrants his Estate for Life ; and though such an Estate is by Custom, and not by Conveyance, yet a Possession warranted by Custom is an Estate, and so accounted in Law. 1 Leon. p. 4.

A Custom of a Manor, that Lands within the said Manor of which the Owner is seised in Fee, shall pass by Surrender, is good ; and therefore where the Plaintiff declared that he was seised in Fee, &c. *secundum consuetudinem Manerii*, and being so seised, did surrender the same, &c. this was adjudged a good Declaration. 3 Bulst. 230. *Elkin's Case*.

The Earl of *Arundel* being seised in Fee of the Manor of *B.* made a Feoffment thereof to the Use of himself for Life, Remainder to the Use of the Lord *Lumley*, and *Elizabeth* his Wife, (who was the Daughter of the said Earl) and to the Heirs of their two Bodies, &c. The Lord *Lumley* made a Lease of the Copyhold to the Plaintiff for

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for 100 Years; it was argued, that by this Lease, the Customs were gone, and by Consequence the Customary Tenure; for the Lessee cannot hold *Secundum consuetudinem Manerii*, because the Services are *extinguished*: But adjudged, that the Copyhold still remains, and that if any Disadvantage arises to the Lord, it is by his own Act, against which he shall not be relieved. 2 Leon. p. 208. *Beal against Langley*.

The Father being seised of Copyhold Lands, devised the Guardianship of his Son to one, and the Lord of the Manor granted it to another; and in Replevin he pleaded, that *eo quod* it belonged to him, *Secundum consuetudinem manerii de B.* to assign Guardians to Infants Copyholders of the said Manor; he did assign *M. B.* to be Guardian to such an Infant Copyholder, &c. and at a Court, &c. holden such a Day, he did admit her Guardian, and afterwards admitted the Infant, &c. it was held that this Plea was ill, because the Defendant did not positively set forth that there was such a Custom within that Manor, for the Lord to assign Guardians, &c. it should have been, that *infra manerium pradiet talis habetur consuetudo*, and then he should have set forth the Custom; it had been good likewise if he had pleaded *eo quod* it belonged to assign Guardians, &c. & *a tempore cuius contrarii memoria hominum non existit*, &c. *Cra. Eliz. 185. Latch 138. Allen 68.*

Sedgley, Co. Stafford, the Custom of the Manor was, if a Copyholder make a Lease without Licence of the Lord for one Year, and dies within the Term, it shall be void against the Heir. By the Court: It is a good Custom; for then the Lord may know his Tenant, and the Tenant may have the Estate, and pay his Fine. It is void by the Act of GOD; but had the Custom been,

that

that if a Copyholder within the Year surrender his Copyhold, that the Lease shall be void; this is an unreasonable Custom. *Lit. Rep.* 233. *Turner and Hodges.*

Seigniorie. If the Lord granteth away the Inheritance of his Copyholders, or demiseth all his Lands granted by Copy to another for 2000 Years, the Grantee in the one Case, and the Lessee in the other, have a Kind of Seigniorie in Gross, and may keep a Customary Court, where the Steward shall be Judge, and shall take Surrenders, and make Admittance; and this in the Eye of the World is a Manor, though in the Judgment it cometh far short of one. *Co. Copyh. Sect. 31.*

Seize. See **Claim**, **Forfeiture**, **Heriot**, **Proclamation**, **Rent**.

Sell. See **Trees**.

Selson. A *Selson* of Land signifies a Ridge of Land, but contains no certain Quantity. *Co. Lit. §. 6.*

Serjeanty, signifieth in Law a Service that cannot be due from a Tenant to any Lord, but to the King only; and is either *Grand* or *Peis* Serjeanty. The first is a Tenure whereby one holds his Lands of the King by such Services as he ought to do in Person to the King at his Coronation; and may also concern Matters Military, or Services of Honour in Peace; as to be the King's Butler, Carver, &c. The second is, where a Man holds Lands of the King to furnish him yearly with some Thing towards his Wars. *Co. Lit.* 105, 108. But this is now destroyed by 12 Car. 2. cap. 24. except the Honourary Services of *Grand Serjeanty*, which are therein excepted.

Service is that Duty which the Tenant, by Reason of his Estate, oweth to the Lord.

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Services, by general Acceptation are manifold, but strictly they are but threefold. 1. *Corporal*; 2. *Annual*; 3. *Accidental*.

Corporal Services are of two Sorts; *Services* of Submission; as Homage and Fealty. *Services* of Profit; as when the Lord enjoins his Tenants to amend the Highways, repair his Pales, or be his Butler or Carver, &c.

Annual Services are in Number infinite, but in Nature all one; for they all tend to the enriching the Lords; and are reserved as well for the Copyhold Lands as Freehold Land; though in the Saxon Time, and long after the Conquest, they were seldom or never reserved for Copyhold Land; but only for Freehold.

Accidental Services differ from Corporal and Annual *Services* in this, that most *Accidental Services* are incident to the Fee, and are due without Special Reservation of the Lord.

The Lord comes to the Copyholder and requires him to do his *Services*, and the Copyholder answers, you shall have them, if they are due by Law, but it shall be tried at Law first; this was adjudged to be no *Forfeiture* in *Pasch. 16 Eliz. Vernon and Huggins*, cited in *Latch, p. 122. Grey and Ulysses's Case*.

See *Amerciament, Attornment, Distress, Ejectment, Relief*.

Severance. A Feme Covert and J. S. are Tenants for Life of a Copyhold, J. S. surrenders his Moiety to the Husband of the Feme, this is a *Severance* of the Jointure; so that he is Tenant in Common with his Wife. 2 *Roll: Abr. 88. Lane and Pannel*.

See *Freehold, Jointenants*.

Sewers. By Stat. 7 *Anna, c. 10*. Commissioners of *Sewers* may after the 25 of *March 1709*. or any Six of them, for Nonpayment of

K k

any

• any Lot or Charge assessed on *Copyhold* Lands,
 • decree the same from the Owners, and their
 • Heirs, to any Person, and for such Estate as they
 • had at the Time of the Decree so made; such
 • Decree to be executed as Decrees are concerning
 • Freehold.

• *Proviso* that the Person to whom such *Copy-*
 • *hold* Lands are sold, before he shall enter or take
 • any Profits, must agree with the Lord of the Ma-
 • nor for the *Fine* usually paid; and at the next
 • Court the Lord shall grant the Copyhold to the
 • Vendee, and admit him Tenant.

• The Commissioners of *Sewers*, or six of them
 • may, by Warrant under their Hands and Seals,
 • empower any Person to levy the Money by them
 • assessed on the Lands, Meadows, Marshes or
 • Grounds, chargeable with any Cesses, by Vir-
 • tue of their Commission, by Distress and Sale of
 • their Goods, &c.

Sectary-Land was such as appertained to the
 Office, and was intrusted to the Care of the *Sa-*
crist or *Sexton*, and was designed chiefly to the Up-
 holding and Maintenance of the Church or Tem-
 ple, both in the Fabrick and Ornaments. *Somer*

120.

Shacke. Between Sir *Edward Clere* and *Miles*
Corbett, Esq; It was resolved in a Case concerning
 the Parsonage of *Marham*, in the County of *Nor-*
folk, That whereas in the County of *Norfolk*,
 there is a Special Manner of *Common* called *Shacke*,
 which is to be taken in arable Land, after Harvest,
 until the Land be sowed again, &c. and that be-
 gan in antient Time in this Manner: The Fields
 of arable Lands in this Country doth consist of the
 Lands of several Persons lying intermix'd in several
 small Parcels, so that it is not possible for any of
 them, without Trespass to others, that they can
 feed their Cattle in their own Land; and there-
 fore

foré every one doth put in their Cattle to feed promiscuously in the open Field. These Words, to have *Shacke*, is as much as to say go at Liberty; or at Large: In which the Policy of Old Times is to be observed, That the Severance of Fields in such small Parcels to so many several Persons, was to avoid Inclosure, and to maintain Tillage. But it is to be marked, That the said *Common* called *Shacke*, which in the Beginning was but in the Nature of a Feeding, because of *Neighbourhood*, for avoiding of Suit, within some Places of that Country, is by Custom altered into the Nature of a *Common Appendant* or *Appurtenant*; and in some Places it retaineth its original Nature: And the Rule to know it is the Custom and Usage of every several Town or Place; for *consuetudo loci est observanda*. And therefore if in the Town of *D.* (for Example sake) one who hath purchased divers Parcels together, in which the Inhabitants have used to have *Shacke*, and long Time since have inclosed it, and notwithstanding always after Harvest, the Inhabitants have had *Shacke* there by passing into it by Bars or Gates with their Cattle, there it shall be taken as *Common Appendant* or *Appurtenant*, and the Owner cannot exclude them of *Common* there, notwithstanding that he will not *Common* with them, but hold his own Lands so inclosed in *Severalty*; and that is proved by the Usage; for notwithstanding the antient Inclosure, the Inhabitants have had *Common* there. But if in the Town of *S.* the Custom and Usage hath been, That every Owner of the same Town hath inclosed their own Lands from Time to Time, and so have held it in *Severalty*; there this Usage proveth, That it was but in the Nature of *Shacke* originally for the Cause of *Neighbourhood*, and so continueth; and therefore there he may inclose and hold in *Severalty*, and exclude himself to have

Shacke with the other. And although that in the said Town of *D.* the Usage hath been that notwithstanding the Inclosure by divers Inhabitants of late Times, the other Inhabitants have had *Shacke* there; yet if a Man hath an antient Close of antient Time taken out of the Field, and he and all those whose Estate he hath, hath holden the same always in Severalty, he may well keep the same inclosed; for as to such Parcel so antiently inclosed, the *Shacke* there doth retain his antient and original Nature; and he who claimeth *Shacke* there, cannot prescribe to have *Common* in it. Mark well this Resolution, which standing with Reason, and no Inconvenience, Innovation, or Cause of Suits or Trouble can thereupon arise, but Quiet and Repose shall be thereby in many Cases established. At the first the Court was utterly unknowing of the Nature of this *Common* called *Shacke*. It was also resolved at the same Time, That if the *Commons* of the Town of *A.* and of the Town of *B.* are adjoining, and that one ought to have *Common* with the other, by the Rule of *Neighbourhood*, and in the Town of *A.* there are fifty Acres of *Common*, and in *B.* there are an hundred Acres of *Common*; in that Case the Inhabitants of the Town of *A.* cannot put more Cattle into their *Common* of fifty Acres than the same will feed, without any Respects to the *Common* within the Town of *B.* *nec e. converso.* For the original Cause of this *Common* for Cause of *Neighbourhood*, was not for Profit but for preventing of Suits in a Champian Country; for the reciprocal Escapes of the one Town in the other; and therefore if the Town of *A.* will feed fifty Beasts, it is no Prejudice to one or the other if the Cattle of one Town escape and feed in the *Common* of the other Town reciprocally; for if all the
Cattle

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Cattle feed promiscuously together through the whole, there shall not be Prejudice to the one or the other. 7 Rep. 5. Sir Miles Corbet's Case.

Shaw. See **Cong.**

Shawne in old Deeds, signifies a Wood. Co. Lit. 4. b.

Shewstone Co. — There being a Court-Leet within this Manor; and the Jury having Time out of Mind, chose one of the Tenants and Inhabitants of the said Manor to be *Constable*, who, when chosen, is by Custom to serve that Office for the ensuing Year, or to forfeit a reasonable Sum to be imposed on him by the Jury; and T. S. being chosen *Constable* as aforesaid, was ordered to take upon himself that Office, under the Penalty of 40 s. of which he had Notice, but neglected; all which was presented at the next Court, so that he had forfeited 40 s. for which the Bailiff of the Lord of the Manor distrained, and in Replevin pleaded all this Matter, to which Plea the Plaintiff T. S. demurred; and it was adjudg'd, that of Common Right, the *Constable* is to be chosen at the *Leet* by the Jury, then and there sworn; and if the Person so chosen is present in Court, and refuseth to take upon him the Office, then for such Refusal, the Steward may set a Fine on him; and if he is not present in Court, then the Jury may present his Refusal at the next Court-Leet; and in such Case he is to be amerced; but a Distress cannot be taken for such Amerciament, without a Custom so to do; besides, the Form of this Plea is not good; for to alledge that he had Notice of the Order to take upon him the Office, is not sufficient; he should have alledged that the Person thus chosen was summon'd to appear before a Justice of Peace to be sworn, &c. 1 Salk. 175. Fletcher against Ingram.

Shirefeld, Co. Southampton. *John de Warbleron* held this Manor by Grand Serjeanty, to wit, by the Service of being Marshal of the Whores, execute Malefactors, and measure the Gallons and Bushels in the King's Palace. *Trin. Hill. 13 Ed. 2. and Pas. 1 Ed. 3. Blount 126.*

Shortford. See **Exeter.**

Shrewsbury. In the Twentieth Year of King *Edward the First*, *Laurence Benue*, Tenant in an Assise, pleaded that he had Seisin in certain Tenements, by Virtue of a Devise in a Last Will; and that it was lawful by the Custom of the City of *Shrewsbury*, for one who had purchased Tenements there, to Devise them by his Last Will. The Jury found that there was such a Custom in the said City, and that *Laurence* had rightful Entry by the Custom of the said City: The Judgment of the Court passed for *Laurence*. *Maddox's firma Burgi, p. 127, 128.*

Sibertoste, Co. Northampton. This Manor was held by *Nicholas de Archer*, by the Service of carrying the King's Bow through all the Forests in *England*. *Camd. Brit. 524.*

Singelton parva, Co. Lancaster, was held by *Thomas de Singelton*, by the Service of executing Attachments and Executions on the King's Writs, and Attachments on Pleas of the Crown, in the Wapentake of *Amonderness* and *Blakeburnschire*. *Pla. Cor. Anno 20 Edw. 1. Lanc.*

Skulton, alias *Burdos*, alias *Burdelois*, Co. *Norfolk*, is held by this Tenure; that the Lord thereof, on the Coronation-Day of the Kings of *England* should be chief Lardiner. *Camd. Brit. 459.*

Slapton, Co. Devon. *Hugh Courtenay*, Esq; Son and Heir of *Sir Hugh Courtenay*, Knt. held this Manor of the Bishop of *Exeter*, by the Service of being Steward at the Installation Feast of every Bishop of that See. The Particulars where-
of

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of were, after some Controversy, thus ascertained by *Walter Stapledon*, then Bishop of *Exeter*, and his Dean and Chapter, under their Seals, at *Newton Plymton*, the Morrow after the Feast of Saint *Thomas the Apostle*, *Anno Domini 1308. 2 Edw. 2.*

That the said *Hugh*, or his Heirs, shall at the first coming of the Bishop to *Exeter*, meet him at the East-Gate of the City, when he descendeth from his Horse, and then going a little before him on the Right Hand, shall keep off the Press of the People, and attend him in the Choir of the Cathedral Church, there to be installed; and shall at the installing Feast serve in the first Mess at the Bishop's own Table.

In Consideration of which Service, the said *Hugh Courtenay*, and his Heirs, shall have for their Fee, four Silver Dishes of those which he shall so Place at the first Mess, two Salt Cellars, one Cup, wherein the Bishop shall drink at that Meal; one Wine Pot, one Spoon and two Basons, wherein the Bishop shall then wash; all which Vessels are to be of Silver. Provided the said *Hugh*, or his Heirs, being of full Age, do attend his Service in Person, if not hindred by Sicknes or the King's Writ, &c. then to appoint some worshipful Knight to supply the Place by a Deputation, who shall swear that his Lord is Sick, or, &c. *Blount 34. 35.*

SOC is a Power or Jurisdiction to have a Free Court, to hold Plea of Contracts, Covenants and Trespasses of his Men and Tenants. *2 Inst. 230.*

Socage, Tenure in *Socage* is, where the Tenant holdeth of his Lord the Tenancy by certain Service for all Manner of Service, so that the Service be not *Knights Service*; as where a Man holdeth his Land of his Lord by Fealty and certain Rent, for all Manner of Services; or else where a Man holdeth his Land by Homage, Fealty and certain Rent, for all Manner of Services; for

Homage by it self maketh not *Knights Service*.
Co. Lit. Sect. 117.

Also, if a Man hold of his Lord by Fealty only,
 and such Tenure is Tenure in *Socage*; for every
 Tenure in *Chivalry* is a Tenure in *Socage*. *Ibid.*
 118.

And it is said that the Reason why such Tenure
 is called, and hath the Name of Tenure in *Socage*
 is this, because *Socagium idem est quod servitium*
Soca, and *Soca idem est quod caruca*, &c. that is a
 Soke or Plough. In antient Time, before the
 Limitation of Time of Memory, a great Part of
 the Tenants which held of their Lords by *Socage*,
 ought to come with their Ploughs, every of the
 said Tenants for certain Days in the Year, to
 plough and sow the Demesnes of the Lord. And
 for that such Works were done for the Liveli-
 hood and Sustenance of their Lord, they were quit
 against their Lord of all Manner of Services, &c.
 and because that such Services were done with
 their Ploughs, this Tenure was called Tenure in
Socage. And afterwards these Services were chan-
 ged into Money, by the Consent of the Tenants,
 and by the Desire of the Lords, viz. into an
 annual Rent, &c. But yet the Name of *Socage*
 remaineth; and in divers Places the Tenants yet
 do such Services with their Ploughs to their Lord;
 so that all Manner of Tenures by *Knights Ser-*
vice are called Tenures in *Socage*. *Ibid. 119.*

See *Fee-Farme*, *Gimingham*, *Prescot*,
Soil. See *Wood*.

Soldier. See *Game*.

Solinus terrae contains two Plough-Lands
 and somewhat less than an Half. *Co. Lit. 5. a.*

Somerton, *Co. Somerset*, Sir *John Stowell*
 Lord of this Manor prescribed to have a lawful
 Court in a great Moor, Part of the said Manor,
 for

for the better ordering the Cattle of the Tenants, in which Moor they had a Right of Common; and at which Court all the Commoners ought to appear by Custom, &c. and that an Homage hath been used to be sworn there by the Steward, which Homage hath used to present all Offences in the Common, and to make By-Laws for the better ordering thereof, which the Commoner ought to obey under a reasonable Penalty to be assessed on them, and to be forfeited to the Lord; and that at such a Court, &c. the Homage being sworn, made a By-Law, that no Commoner should put his Sheep into such a Part of the said Moor, under the Penalty of 3*s.* 4*d.* to be forfeited to the Lord of the Manor; and that this By-Law was published and proclaimed in the Court. In Replevin, &c. the Defendant made Conusance for the taking, and set forth all the Matter above-mentioned, and that the Plaintiff had offended against this Law, and so justified the distraining for the Penalty; and upon a Demurrer this was adjudged a good By-Law, because it did arise out of a Custom which begun by the Consent of all Parties, and therefore shall bind all the Commoners, especially since it doth not take away all the Common, but only for Sheep, and that in a particular Place of the Moor; so that the Commoners may have Common for other Cattle, and over all the Moor, but only in that Place; and this is not like Lord *Cromwell's* Case; for there the Tenants were to depasture their Sheep in the Lands of the Lord of the Manor, at his Will only. And in the Principal Case it was adjudged, that every Commoner ought to take Notice of this By-Law, without any particular Notice given to him, because they are all to appear at Court; and the Custom is alledged to be, that if the By-Law is proclaimed,

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ed, it shall bind them all, which is a Personal Thing. *Cro. Car. 497. James against Tutney, Sookland. See Wadhurst.*

Southwell, Co. Nottingham.

The Custom of the Soake of *Southwell*, transcribed from an antient Copy, *penes Authorem.*

‘ **F**IRST, The Tenants are bound to lead great Timber from *Hexgrave, Norwood* and *Hockerwood* to any Manner of Building that the Lord will make in his Manor-Place at *Southwell*, and to his Mill, and to no other Place, and to have for leading of every Load, — *ob. qr.*

‘ *Item, Upton* is bounden to lead Timber to *Upton Mill*, giving them reasonable Warning.

‘ *Easthorpe* is bounden to lead Timber to the Malt Mill of *Southwell, Westgate, Westhorpe, Eadingley, Hallam*, and other the Lord’s Tenants to lead Timber to the over Mill and Malt-Mill.

‘ Also the Tenants must lead Firewood to the Lord’s Hall, Chamber and Kitchen, from *Hexgrave, Norwood* and *Hockerwood*, and no further, and to have for every Load leading—*ob. qr.* and a Fire-stick home with them.

‘ Also the Greave of the Lord’s Cofts must cause *Darving Meadow* and *Easthorpe Meadows*, to be mowed and cocked, and to have for his Labour one Load of Hay.

‘ Also every Meest within the Lordship, that bounds upon the Lord, shall find an Hay-maker one Day; and every Toft Half a Day, and no more.

‘ Also

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‘ Also the Lord’s Tenants Duty is to lead the
‘ Hay to the Manor-Place at *Southwell*, and no
‘ further ; every Man after their Oxcgangs, every
‘ Oxcgang a Load of Hay ; and to have for every
‘ Load leading — *ob. gr.* and a reasonable Bottle
‘ of Hay to have with him ; and if the Lord have
‘ let the Hay from himself, then they are not
‘ bound to any other.

‘ And the Beadle for summoning the Lord’s Te-
‘ nants to lead it, a Load of Hay, and the Steward
‘ that keeps the Lord’s Courts, a Load of Hay.

‘ Also the Greave all the — must make the
‘ Steward three Dinners of the Lord’s Costs, at the
‘ three great Court-Leets, and to have for every
‘ Dinner allowed him 5 s. and the Greave must
‘ gather the Rents of the Lord’s Demesne Lands,
‘ having for his Labour 5 s. or a Coat Price 5 s.

‘ Also the Greave must of the Lord’s Costs
‘ make all the Bridges over the Lord’s Waters ; al-
‘ so the Greave shall see that there be no Wastes
‘ within the Lord’s Woods ; and if there be any
‘ Sale of Wood, Timber or Thorns, the Greave
‘ shall be of Counsel, and make Account of it to
‘ the Lord’s Auditors, in Presence of the Lord’s
‘ Tenants, having a Stub to his Fire.

‘ Also the Lord’s Beadle’s Duty is to summon the
‘ Lord’s Tenants thro’ the Soake, at the Receiver’s
‘ Commandment, and at the Greave’s for Wood
‘ leading ; and to have for his Labour a Load of
‘ Wood ; and if the Lord lye at *Southwell* so oft
‘ as he summoneth, or causeth the Tenants to
‘ lead, it is his Duty to have a Load of Fire-wood.

‘ Also this is his Duty to attend upon the Stew-
‘ ard in the Court, and to give Summons between
‘ the Lord’s Tenants for Plaints entred, and call
‘ them in the Court when he is commanded ; and
‘ at the End of the Year to make the Officers of
‘ the

the Court, of the Lord's Costs, a Dinner of xij*d.* and to gather the Extracts of the Court for his Year, and to make Account.

Also it is the Lord's Tenants Duties to gather the Lord's Rents throughout all the Lordship, and to pay it to the Receiver, or to his Deputy, within *Southwell*, and for Lack of Rent paying, and no sufficient Distress, the Lands shall be forfeited into the Lord's Hands.

Also the Custom is that the next Court after the Beadle giveth summon to any Person in Plea of Lands, Trespas or Debt, or other Action, he shall be called and appear the next Day after, or he shall be amerced, except he be essoined, and if he be essoined the first Day, he shall appear the next Day, or be amerced, and the third Court Day to have Distress, and so in Plea of Lands after the same Manner.

Also the Custom is, that Trial of Land shall pass by the Verdict of the Lord's Tenants in the Court, and in none other Place, between Tenant and Tenant, and for all other Actions the Defendant shall wage his Law by Commandment of the Steward.

Also if a Man die seised of Lands or Tenements, his Heir being within the Land out of Prison, and King's Wars, shall come to the Court within one Year and a Day, or else the next of the Blood shall come in; and if not, the Lands and Tenements shall be seised into the Lord's Hands; also the Lord shall have to his Fine as much as they pay to the Lord for one Year's Rent.

Also this is the Custom, if any Man make Feoffees in his Land to the Use of his Will, he shall put in two Laymen at least, that one of them may come to the Court to do such Service as
belong-

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' belongeth to it; and if they both die, they shall
' take other two Feoffees, and make unto the
' Lord a new Fine within a Year, or else forfeit
' the Lands to the Lord.

' Also the Custom is, that no Tenant of the
' Lord's shall sue another Tenant, without the
' Lord's Court, without Licence of the Lord, ex-
' cept the Debt be Forty Shillings, or above, but
' the Lord shall amerce them at his Pleasure.

' Also the Custom is, if a Man be seised of
' Lands after the Custom, and take a Wife, and
' have Issue, and die seised, the Wife shall have
' the Lands after the Custom, for Term of her
' Life, whether the Heir be admitted Tenant at
' any Time in the Life of the Woman or no.

' Also the Custom is, that after the Father being
' dead, his Wife being Feoffee for Term of her
' Life, the next Heir shall come into the Court and
' take up the Lands at any Time in her Life, and
' make Sale of the Reversion, if he be disposed
' so to do.

' Also the Custom is, that if a Man be in Estate
' of Lands or Tenements, and have Children by
' divers Wives, the youngest Son of the first Wife
' shall inherit the said Lands and Tenements, if
' he make no Surrender to the contrary; and if
' he have no Son, the youngest Daughter shall be
' Heir after the same Manner; and if the same
' Man have a second Wife, and purchase Lands,
' now the youngest Son of the second Wife shall
' be Heir after the same Manner in that Land
' purchased; and if they have more Wives, after
' the same Manner; and in likewise as the young-
' est Son of the first Wife, so shall the first Wife
' have for Term of her Life, all the Lands and
' Tenements which he is possessed in, except a
' Surrender be made to the contrary.

' Also

‘ Also the Custom is, that if a Surrender be
‘ made in the Court or Court-Yard, it may be ta-
‘ ken up by Attorney.

‘ Also the Custom is, that no Surrender is law-
‘ ful against the Heir, except he come in his own
‘ proper Person within the Court or Court-Yard,
‘ and by no Attorney for no longer but for xviii.
‘ Years.

‘ Also the Custom is, if a Man be seised of
‘ Lands, he may for xviii. Years give his Land
‘ away from his Heir what Place soever he be in
‘ without the Soake, having two of the Lord’s
‘ Tenants by, without paying a Fine; and if it
‘ fortune that the Person to whom the Lands were
‘ given, do die before the Eighteen Years be end-
‘ ed, it shall return to the Heir.

‘ And if there be any Lands pledged for xviii.
‘ Years, if he, to whom the Lands are pledged,
‘ chance for to die before the xviii. Years be ended
‘ and compleat, his Heirs or Assigns shall have
‘ forth the Years.

See *Alamoze*.

Stadium, the same as *Ferlingus*: *Co. Lit. 5. b.*

See *Ferlingus*.

Stagnum signifies a Pool that consists of Wa-
ter and Land, by which Name, in ancient Deeds,
both the Land and Water passed. *Co. Lit. 5. a. & b.*

Stamford, *Co. Lincoln*, *William Earl War-*
ren, Lord of this Town, in the Time of King
John, standing upon the Castle Walls, saw two
Bulls fighting for a Cow in the Castle Meadow, ‘till
all the Butchers Dogs pursued one of the Bulls
(maddened with Noise and Multitude) clean through
the Town. This Sight so pleased the Earl, that
he gave the Castle Meadows, where first the Bulls
Duel began, for a Common to the Butchers of
the Town, after the first Grass was mowed, on

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Condition that they should find a mad Bull the Day six Weeks before *Christmas* Day, for the Continuance of that Sport for ever. *Blount* 19.

Within this Manor is still retained the Custom of *Borough English*, i. e. the younger Sons inherit the Lands and Tenements their Fathers die possessed of. *Camd. Brit.* 556.

Stamp. ' By Stat. 12 Ann. Sess. 1. c. 2. reciting, That by an Act 10 A. for laying Duties on Soap and Paper, &c. it was enacted, ' That for every Skin or Piece of Vellom or Parchment, or Sheet or Piece of Paper, upon which ' are written any Surrender of or Admittance to any ' Copyhold Lands or Tenements, in *England* or ' *Wales*, or any Grant or Lease by Copy of Court-Roll, or any other Copy of the Court-Roll of ' any Honour or Manor, other than, and except ' the original Surrender to the Use of any Will, ' and the Court-Roll, or Book wherein the Proceedings of the Court are entred, there should ' be paid the Sum of 2 s. 3 d. it is now declar'd, ' That no Copies of any Surrenders or Admittances to Custom-Right or Tenant-Right Estates, not being Copyhold, but passed by Deed, ' Surrender and Admittance; or by Deed and Admittance, are to be stamped, as not being within ' the Meaning of that Act.

Stanhope, together with *Wolsingham* and *Aukland*, in the Bishoprick of *Durham*, were held of the Bishop by *Forest-Service*, besides Demesnes and other Tenures. Particularly upon his great Huntings, the Tenants in those Parts were bound to set up for him a *Field-house* or *Tabernacle*, with a Chapel, and all Manner of Rooms and Offices; as also to furnish him with Dogs and Horses, and to carry his Provision, and to attend him during his Stay, for the Supply of all Conveniences. *Camd. Brit.*

Brit. 944. This is now probably changed into a pecuniary Payment.

Stanlake, Co. Oxford. The Minister of the Parish in his Procession in Rogation Week, reads a Gospel at a Barrel's Head in the Cellar of the Chequer Inn in that Town, where some say there was formerly an Hermitage; others that there was antiently a Cross, at which they read a Gospel in former Times, over which now the House, and particularly the Cellar being built, they are forced to continue the Custom in the Manner as above. *Blount 154.*

Stapleherst, Co. Kent, the Tenements of *Newsteade*, with the Appurtenances in the Town of *Stapleherst*, are held of the Manor of *East-Greenwich*, by Fealty only in *Free Socage*, by Patent dated 3 Feb. 4 Edw. 6. and by the Payment for *Smoak-Silver* yearly to the Sheriff, the Sum of Six-pence. *Blount 123.*

Statute. Tenant by Curtesy, for Life or Years of a Manor; a Copyhold comes into his Hands by Forfeiture or Determination, and then he was bound in a *Statute*, and afterwards demised the Land again. *By the Court:* This Copyhold shall be liable to the *Statute*, because it was once annexed to the Freehold of the Lord, and bounded in his Hands. But if a Copyholder find himself in a *Statute*, it shall not be extended; for he had but an Estate at Will. *Moor N. 233.*

For the several Statutes, and Readings on them, see the Table.

Statute-Staple. See *Extent.*

Steward is derived from these two Words, *Stede* and *Ward*; and so any that doth supply another's Place, or that is in any Employment Deputy to another, may according to the true Sense of the Word, be termed a *Steward*; as the *High Steward of England*, because the King appointeth

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him in divers Matters to exercise his Place; and so the Under-Sheriff may be termed by the Name of the Sheriff's *Steward*, being his Deputy; and how properly the Lord's *Steward* is so named, any Man may judge by this, that the whole Authority of the *Steward* is derived from the Lord, as from the Head; and not only so, but withal he representeth the Lord's Person in many Employments; for in the Lord's Absence he sitteth as Judge in Court to punish Offences, determine Controversies, redress Injuries, and the like; and farther, some Things he performeth in the Lord's Name, and not in his own Name; for if the *Steward* admitteth any Copyholder, or by special Authority or particular Custom, licenceth a Copyholder to alien, this Admittance and Licence shall be made in the Lord's Name, and the Entry in the Court-Roll shall be, *That the Lord by his Steward, did admit and licence*, and not that the *Steward* did admit or licence; therefore since the *Steward* hath this Measure of Authority and Confidence committed unto him, the Lord shall do well to be very careful in making Choice of his *Steward*; for if he be Defective in any one of these three Qualities, Knowledge, Trust or Diligence, the Lord may be much prejudiced and damaged. *Co. Copyh. Sect. 45.*

These *Stewards*, for the most part, have Patents for their Offices, yet they may be retained by (a) *Parol*; and this Retainer by *Parol* is as effectual in all Points before Discharge, as the most effectual Institution by Patent; for a *Steward* thus retain'd, may take Surrender out of Court, or make voluntary Admittances, or any other Act incident to the Office of a *Steward*, as well as a *Steward* institu-

(a) 4 Rep. 30. *Downe and Hopkins.*

ted by Patent. But in the King's Manors, a *Steward* cannot be retained by *Parol* by the Mouth of the (a) Auditor or Receiver; but to make the *Steward's* Authority current, especially to make voluntary Admittances, it is necessary to have a Patent, and then, by Virtue of his Patent, without any special Authority, or particular Custom, he may justify the making any voluntary Admittance upon Escheats or Forfeitures, or the doing of any Act belonging to his Office; but though he may *ex officio* do those Things without special Warrant, yet Duty binds him, before he make any voluntary Admittance, to inform the Lord Treasurer of *England*, the Chancellor and Barons of the Exchequer, or any of them for his better Direction, and the King's better Benefit. The Law is not very curious in examining the Imperfections of the *Steward's* Person, nor the Unlawfulness of his Authority; for be he an Infant or *Non compos mentis*, an Ideot or Lunatick, an Outlaw or an Excommunicate, yet what Things soever he performeth, as incident to his Place, can never be avoided for any such Disability, because he performeth them as a Judge, or at least as Custom's Instrument; and for his Authority, though it prove but counterfeit, if it comes to exact Trial, yet if in Appearance or outward Shew it seemeth current, that is sufficient. As if I grant the *Stewardship* of my Manor of *Dale*, by Patent, and in the Patentee's Absence, a Stranger, by my Appointment, keepeth Court, this is authentical. If a Grant of a *Stewardship* be made to one, and for some Fault or Defect in the Grant it is avoidable, yet Courts kept by him before the Avoidance, shall stand in Force; and whatsoever he did as

(a) Ibid. *Harris and Fay.*

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Steward are ever unavoidable. As if a Corporation retaineth a *Steward* by Parol, and he keepeth a Court, punisheth Offences, decideth Controversies, taketh Surrenders, maketh Admittances, either upon Surrenders or Descents; these Acts being Judicial shall ever stand for current, though his Authority be grounded upon a wrong Foundation; for a Corporation cannot institute any such Officer without Writing. And so if the King's Auditor or Receiver, retain a *Steward* by Parol, he may lawfully execute any judicial Act; but Things which he performeth as Custom's Instrument, not as Judge, such as are voluntary Admittances, neither in the Retainer by the Corporation, nor in this Retainer by the King's Officers, shall any whit bind; but if a Stranger, without the Appointment of the Lord, or Consent of the right *Steward*, or without any Colour of Authority, will of his own Head come into a Manor and keep a Court, it seemeth that the Performance of any Judicial Duty, or the Executing of any Act whatsoever, will not be warranted; especially if the Court be kept without Warning given to the Bailiff by Precept, according to the Custom. *Ibid.*

The Office of a *Steward* may be forfeited three Manner of Ways. 1. By *Abuser*. 2. By *Non-user*. 3. By *Refuser*.

By *Abuser*; as if the *Steward* burn the Court-Rolls, or if he taketh a Bribe to wink at any Offence, or use Partiality in any Cause depending before him; these and the like Abuses will make him subject to a Forfeiture.

By *Non-user*; as if the *Steward* by his Patent, being tied to keep Court at certain Times of the Year, without Request to be made by the Lord; if he faileth, and by his Failure the Lord receive any Prejudice, this is a Forfeiture.

But if the Lord be not damnified, then this *Non-user* is no Forfeiture. As if a Parker attends not for the Space of three or four Days, and no Prejudice or Damage happeneth in the Interim, this is no Forfeiture. And in Offices which concern the Administration of Justice, or the Commonwealth, the Law is more strict than in these Offices which concern private Men; for where an Officer *Ex officio*, or of Necessity ought to attend for the Administration of Justice, or for the Good of the Commonwealth, the *Non-user* or *Non-attender* in Court is a Forfeiture, though this be prejudicial to no Man; as the Office of the Chamberlain in the Exchequer, or Prothonotary, Clerk of the Warrants, Exigenter, Filizar, or the like in the Common Pleas, because the Attendance of these and the like Officers is of Necessity for the Administration of Justice; so the Attendance of the Clerk of the Market is of Necessity for the Good of the Commonwealth, and so is holding of the Sheriff's Turn, &c.

By *Refuser*, the Office of a Steward may be thus forfeited; if the Steward be tied by his Patent to keep Court upon a Demand or Request to be made by the Lord; if the Lord demandeth or requesteth him to keep a Court, and he faileth, this is a Forfeiture, though the Lord be thereby nothing damnified.

Though a *Steward* may set a Fine in Court for a Contempt or Disturbance, yet he cannot *amerce* without a Prescription, because that is properly to be done by the Homage; therefore in Replevin the Defendant prescribed to distrain for all *Amerciaments* in the Manor, &c. and that the Plaintiff, being a Copyhold Tenant, was presented by the Homage for not repairing a Copyhold Tenement, for which the *Steward* amerced him 10s. It was adjudged that the *Steward* could not *amerce* without

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out a Prescription. 1 Leon. 242. *Blunt* against *Whitacre*.

He may take a *Surrender* to the Use of himself, and this shall be good in Law; because the Entry is, that *A. B.* did surrender into the Hands of the Lord, &c. and the Steward is but the Servant of the Lord of the Manor. *Cro. Eliz.* 717. *Eriß* against *Rives*.

Baron and Feme Copyholders in Right of the Wife, they *surrendered* out of Court into the Hands of the Steward, who examined the Wife a-part from the Husband; it was objected that this *Surrender* was not good, because it was not set forth that he was Steward by Patent, nor any Custom to warrant such *Surrender*; yet it was adjudged good. 2 *Cro.* 526. *Smithson* against *Cage*.

A Steward of a Copyhold Manor may, without a Custom to warrant it, take a *Surrender* out of Court, because the Lord of the Manor may do it, and he hath to this Purpose the same Authority as the Lord hath; and there is the same Reason that he may take a *Surrender* out of the Manor as out of the Court; for in some Cases it may be convenient and necessary so to do, and it cannot be prejudicial to any Body. 1 *Salk.* 184. *Dudeild* against *Andrews*.

It was on a Special Verdict in Trespass, wherein the Case was, That *L. R.* was retained by the Lady of the Manor of *B.* to be her Steward, to keep her Courts; and this was by Word only, and without any Fee or Annuity, and afterwards he took several *Surrenders* out of Court; the Question upon this Special Verdict was, Whether such a Steward might take *Surrenders* out of Court, because the Retainer was by Word only? It was insisted that he was Steward at the Will of the Lady of the Manor, the Retainer being by Word, and that he shall continue Steward until she

determines her Will by discharging him; and that such Retainer is good without Deed, and without any Fee for exercising his Office; because though a Fee is not expressly granted, yet he cannot be compelled to execute the Office without a Fee.
1 Leon. 227. *Blagrove against Ward.*

Form of a Steward's Patent.

TO all Christian People to whom these Presents shall come, I J. C. of, &c send greeting: Know ye, That I the said J. C. for divers good Causes and Considerations me thereunto especially moving, have given and granted, and by these Presents do give and grant unto G. B. of, &c. Gent. the Office of Steward or Stewardship, and the keeping, or Office of keeping all Manner of Courts-Leets, Courts-Baron, and View of Frank-pledge, of or for the Manors or Lordships of G. H. and S. in the County of, &c. and every of them. And I do hereby make, ordain, constitute and appoint the said G. B. my chief and sole Steward of all and singular my Courts of View of Frank-pledge, Courts-Baron and Courts-Leet, within the Manors and Lordships aforesaid, To have and to hold, exercise, occupy and enjoy the Office of Steward and Stewardship, and the holding and keeping of all Manner of Courts usually held or kept within the said Manors or Lordships, and every of them, together with all and all Manner of Fees, Perquisites, Profits, Wages, Rewards and Advantages whatsoever, to the said Office of Steward or Stewardship belonging or appertaining, or usually heretofore accustomed and used to be paid to and received by the Steward or Stewards thereof, for the Time being, for or by Reason of the said Office unto the said G. B. by himself, or by his sufficient Deputy or Deputies, for and during my Will and Pleasure. In Witness, &c.

A War-

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A Warrant to indemnify the Administrators of a late Steward, on their delivering up the Court-Books.

WHereas J. R. and G. R. Administrators of the Goods and Chattels of J. H. late Steward of the Manor of G. have, at the Request of J. C. now Lord of the same Manor, delivered up to him the said J. C. two Court-Books, &c. belonging to the said Manor of G. one of the said Books beginning March the 29th, and ending, &c. and the other beginning, &c. and ending, &c. Now the said J. C. in Consideration of the Premises, doth hereby for himself, his Heirs, Executors and Administrators, and for every of them, covenant and grant, to and with the said J. R. and G. R. their Heirs, &c. that he the said J. C. his Heirs, &c. shall and will from Time to Time, and at all Times hereafter, save, defend and keep harmless and indemnify them the said J. R. and G. R. their Heirs, Executors and Administrators, and every of them, of, for or concerning the Delivery of the said Books, or any of them; and shall and will from Time to Time, and at all Times hereafter, bear and pay all such Damages, Charges and Expences, as they or any of them shall at any Time or Times hereafter bear, sustain, or be put unto, in or about the delivering of the same, or any of them, by any Person or Persons whatsoever lawfully claiming the same. In Witness, &c.

The Steward of a Leet must give the Statute of 1 Eliz. cap. 17. in Charge to the Jury, in Pain of Forty Shillings, to be divided between the Queen and the Informer.

Stat. 1 Jac. cap. 5. 'No Steward or Deputy Steward of any Leet or Court-Baron, shall make Benefit to the Value of 12d. or more,

by Colour of any Grant made of the Profits or Perquisites of any such Courts, whereof he is Steward, in Pain to be disabled for ever after to be Steward of any Court; and besides to forfeit 40*l.* to be divided betwixt the King and the Prosecutor.

A Court-Leet being instituted for Conservation of the King's Peace, and Punishment of Common Nuisances, &c. the Steward in the Leet, who then represents the Person of the King, may take Recognizance for keeping the Peace. 4 *Inst.* 263. Kitchen 84.

If a Man refuseth to be sworn of the Jury, he shall be fined, and the Steward of the Lord may commit him to Prison till he have paid his Fine, or amerce, or distrain him for that, 31 *H. 6. Leet* 11. Quare, of committing a Tenant to Prison; for *Magna Charta*, c. 29. is, No [Free] Man shall be taken, &c. Kitchen 83.

The Steward may send a Prisoner taken for Felony to Gaol. 13 *H. 4. fol.* 12. *Ibid.* And so in some other Cases; and likewise give Judgment of the Pillory. For the Particulars of the Steward's Power, see the Table.

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The Steward's Fees of the Court-Baron for taking and passing Estates, &c.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Inrolling every Presentment of the Death of a Copyhold Tenant	00	02	00
Inrolling every Surrender	00	03	06
Every Proclamation for the Helr, Devisee or Surrendree	00	06	08
Admission, Enttring and Copy 6 s. 8 d. by Attorney or Guardian	00	06	08
6 s. 8 d.			
To his Clerk for the Delivery thereof to the Tenant	00	01	06
Swearing Tenant to Fealty, or respiting the same, when by Attorney, &c.	00	01	00
Inrolling Wills 6 s. 8 d. or 8 d. per Sheet, according to the Length	00	06	08
Filing Surrenders to the Use of a Will, or Conditional Surrenders	00	02	06
Inrolling the same	00	03	06
For every Year a Conditional Surrender is on the File	00	01	00
Fee on the Caption of every Surrender by the Steward	00	03	06
Every Examination of a Feme Covert	00	06	08
Every <i>Ac etiam</i> or <i>Necnon</i> , besides Admission	00	06	08
Enttring Satisfaction on every Conditional Surrender.	00	06	08
Suffering Recovery	03	12	06
Awarding a Seifure, and Warrant thereon, if no Body claims on the Third Proclamation	00	13	04

Every

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Every Licence to Lease 6 <i>s.</i> 8 <i>d.</i> or cut Timber 1 <i>s.</i> in the Pound } 00 06 08			
Holding every Special Court — 02 02 00			
Enttring every Alienation or Recog- nition of a Freehold Tenure } 00 03 06			
The same by Attorney — 00 03 06			
Contract Fee under 50 <i>l.</i> Purchase- Money — } 00 12 00			
<i>Ditto</i> above 50 <i>l.</i> every 10 <i>l.</i> 00 02 00			
Searching for any Surrender, Admit- tance, &c. for every Year. } 00 01 00			

*The Steward's Fees of the Court-Baron for
Trial of Actions.*

For every Warrant or Enttring Plaint	00	00	08
Warrant of Attorney —	00	00	04
Every general <i>Distringas</i> or <i>Attach-</i> <i>ment</i> — } 00 00 08			
<i>Ditto</i> Special — 00 01 06			
Bond for Appearance — 00 01 00			
Enttring the <i>Essoins</i> of every Name 00 00 04			
Enttring an <i>Imparlance</i> — 00 01 00			
Filing every Declaration — 00 01 00			
Copy of every Declaration — 00 01 00			
Allowing every Answer — 00 01 00			
For a Copy of every Answer — 00 01 00			
For allowing or Copying of every Replication — } 00 01 00			
Enttring every Rule or Default, or Nonfuit — } 00 00 04			
For every <i>Subpœna</i> for Witnesses 00 00 08			
For every Oath administred in Court 00 00 04			

For

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	<i>l.</i>	<i>s.</i>	<i>d.</i>
For a <i>Venire facias</i> _____	00	02	00
Returning thereof _____	00	02	00
Entring a Judgment _____	00	02	00
Every <i>Fieri facias</i> _____	00	02	00
For every <i>Superfedeas</i> _____	00	02	04
Transcript upon a Complaint or Allow- ance _____	} 00	01	08
Allowing every Writ of False Judg- ment _____			
	} 00 06 08		

For the several References under this Head see the Table.

Stockwood, Co. Dorset. Within this Manor the Custom is, that the Widows of Copyholders for Lives shall enjoy, during their Widowhoods the Customary Lands whereof their Husbands died seised. *Hobart's Rep.* 181.

Successor. Custom for a Copyholder to nominate his *Successor*, who upon Tender of a Fine in Court, ought to be admitted by the Lord of the Manor; and in an Action on the Case brought against the Lord, &c. for refusing to admit the Plaintiff upon such Tender, it was adjudged it did not lie, but that the proper Remedy was in Chancery. 2 *Bulst.* 336. *Ford* against *Hopkins*.

Where the Custom of a Manor was, that a Copyholder for Life might name his *Successor*, it was held this was such a Privilege, that if the Copyholder in Possession cut down Trees growing on his Copyhold, it was no Forfeiture; because he had a greater Estate than barely for Life. 1 *Brownl.* 122. *Rolls* against *Mason*.

Sufferance. See **Admittance**.

Suit, of making *Suit* truly, &c. None that by Deed is infeoffed, &c. shall make Suit to Court, unless it be specified in the Deed, unless he and his

his Ancestors have used to make it; and if he be distrained to make it in another Manner, it is against the Form of the Feoffment; and where the Writing is to hold by certain Service, for all Services, as to hold by Fealty for all Services, shall make no Suit. *Kitchin p. 295. Marl. cap. 9.*

By *Tremail* it is said, that *Suit* real is due by Reason of the Body, that is, for that the Body is Resident within the Precinct, and not by Reason of Freehold, and this is due at the Courts Royal, as at the Courts of the King or Queen; as at *Leets* and *Wapentakes*, which are the Courts of the King or Queen; and *Suit-Service* is by Reason of Freehold, that is by Reason of their Tenure; that is, for that they hold of their Lord by *Suit* to his Court. *45 Edw. 3. f. 23. Kitchin 296.*

In *Replevin, &c.* the Case was, The Tenant being a Copyholder, was summoned to appear at a Court-Baron to be held for the Manor of *H.* on such a Day, and he making Default was amerced *5 s.* and a Distress was made for the same; but adjudged that it was not lawfully taken, because the Amerciament was assessed for not appearing at the Court, which is *Suit-Service*, and for such *Suit* the Lord cannot amerce by Law, but must distrain for it. *Moor p. 185. Allen against Givers.*

A Warrant to seise a Copyhold Tenant's Lands for not doing *Suit*,

Manor of } **W** Hereas J. R. late of A. Gent.
G. } deceased, who held of the Lord
of the said Manor, by Copy of Court-Roll, one
Close of Pasture, &c. and in Respect of the said
Lands and Premises so held, as aforesaid, ought to
do *Suit* and Service at the Courts holden for the
said

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said Manor, hath from Time to Time made Default to do his Suits at the several Courts holden for the said Manor. And whereas the Jury have at this Court held for the said Manor this Twenty-seventh Day of, &c. presented and declared upon their Oaths, That to the Knowledge of them, or any of them, the said J. R. hath never appeared to do his Suit or Service at any Court holden for the said Manor since he was admitted to the aforesaid Premises. And whereas C. P. a Copyhold Tenant of this Manor, did this Day in open Court, publicly depose upon his Corporal Oath, that by Order from J. C. Esq; Lord of this Manor, he had given Personal Notice to the said J. R. of the Court to be holden here this Day, and given him a Summons or Warning to be and appear at the said Court, and to do his Suit and Service to the Lord of the said Manor for the said Copyhold Lands and Premises. And whereas the Jury at this present Court have upon their Oaths presented, that the said J. R. by such his Contempt and Refusal to appear at this Court, upon the said Personal Summons, hath forfeited the said Close of Pasture, &c. and all other his Lands and Tenements holden of this Manor by Copy of Court-Roll, unto the Lord thereof: It is therefore commanded unto J. V. Bailiff of this Manor, that he seise into the Hands of the Lord of this Manor, as well the aforesaid Close, &c. as all other the Lands and Tenements of the said J. R. Son of the aforesaid J. R. deceased, held of this Manor by Copy of Court-Roll, as aforesaid, and that he answer the Issues and Profits thereof unto the Lord of the said Manor. Given under my Hand, &c. Day of, &c.

G. B. Steward.

See Appearance, Denial, Warning.
Contempt.

Suit.

Suit-Roll is so called, because it contains the Names and Distinction of the several Tenants in a Manor, together with proper Columns wherein to enter their Appearances or Defaults, &c.

Form of a Suit-Roll.

The Manor of *Glat-* } The Names of the several
ton, &c. } Tenants in this Manor.

The Freeholders.		May 10. 1733.	Octob. 7. 1733.
William Sayer	_____	a.	a.
John Applebie	_____	a.	a.
Savery Trueman	_____	a.	ex.
John Wilcox.	_____	.	.
&c.			
The Copyholders.			
Henry Prince	_____	ex.	a.
John Duke	_____	.	.
William Marquiss	_____	a.	.
John Lord	_____	.	.
&c.			
N. B. If a Tenant is dead, mark it thus,		D.	

Summons. If a Copyholder doth not come to the Lord after particular *Summons* made to his Person, this was adjudged a *Forfeiture*, without exprefs Refusal. *Noy Rep.*

See Appearance, *Secundum consuetudinem curiae.*

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Supersedeas is a Writ commanding to stay some ordinary Proceedings at Law, on good Cause shewn.

A Supersedeas in a Court-Baron to a Distringas or Attachment on Appearance.

The Manor of, } G. B. Steward to J. V. Bailiff
&c. } of the said Manor, greeting :

WHereas I lately commanded you that you attach J. D. by all his Goods and Chattels, so that he be at this Court to be held, &c. to answer W. B. in a Plea of Debt of Thirty Shillings : Now because the said J. D. hath appeared by G. P. his Attorney, to answer the said W. B. I therefore command you, that you altogether forbear executing the said Precept ; and if you have taken or distrained any of the Goods and Chattels of the aforesaid J. D. then without Delay, cause the same to be re-delivered to the said J. D. Dated, &c.

G. B. Steward.

Surrender. This is a Word of Art, and therefore where a Surrender is needful, if this one Word be wanting, all other Words used in ordinary Conveyances, are ineffectual and insufficient to convey any Copyhold Estate ; for if a Copyholder come into Court, and offer to pass his Copyhold by Word of Grant, of Gift, of Bargain or Sale, or such like, I doubt he will Fail of his Purpose ; for as he is tied to a singular Form of Assurance, so is he restrained to peculiar Words in his Assurance. *Co. Copyh. Sect. 39.*

Surrenders are made in several Sorts, according to the several Customs of Manors.

In

In some Manors, where a Copyholder *surrendereth* his Copyhold, he useth to hold a little Rod in his Hand, which he delivereth to the Steward or Bailiff, according to the Custom of the Manor, to deliver it over to the Party to whose Use the Surrender was made, in the Name of Seisin, and from thence they are called Tenants by the *Virge*. *Ibid.*

In some Manors instead of a Wand, a Straw is used, and in other Manors a Glove is used; and the Custom of the Place is always to be observ'd.

A *Surrender* (where by a subsequent Admittance the Grant is to receive its Perfection and Confirmation) is rather a manifesting of the Grantor's Intention, than of passing away any Interest in the Possession; for till Admittance, the Lord taketh Notice of the Grantor as Tenant, and he shall receive the Profits of the Land to his own Use, and he shall discharge all Services due to the Lord, but yet the Interest is in him but *secundum quid*, and not absolutely; for he cannot pass away the Land to any other, or make it subject to any other Incumbrance than it was subject to at the Time of the *Surrender*, neither in the Grantee is any Manner of Interest invested before Admittance; for if he enter he is a Trespassor, and punishable in Trespas; and if he *Surrender* to the Use of another, this *Surrender* is meerly void, and by no Matter *ex post facto* can be confirm'd; for though the first *Surrender* be executed before the second, so that at the Time of the Admittance of him, to whose Use the second *Surrender* was made, his *Surrender* hath a sufficient Interest, as absolute Owner; yet because at the Time of the *Surrender* he had but a Possibility of an Interest; therefore the subsequent Admittance cannot make this Act good which was void *ab initio*; but though the Grantee hath but a Possibility upon the *Surrender*, yet this is such a Possibility as is accompanied with a Certainty;

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tainty; for the Grantee cannot possibly be deluded, or defrauded of the Effect of his *Surrender* and the Fruits of his Grant; for if the Lord refuse to admit him, he is compellable to do it by *Subpœna* in the Chancery, and the Grantor's Hands are ever bound from the Disposing of the Land any other way, and his Mouth ever stopped from revoking or countermanding his *Surrender*. But peradventure, if a Copyholder languishing in Extremity *surrendereth* out of Court, to the Use of his Cousin, in Consideration of Consanguinity, or to the Use of his Son, in Consideration of natural Love and Affection, and after recovereth his Health before Presentment, this *Surrender* is revocable, or countermandable; but if it be granted upon valuable Consideration, as for the Discharge of Debts, or for a Sum of Money paid, though it be made out of Court, yet it is as binding as any *Surrender* whatsoever made in Court. *Ibid.*

The Law is not so strict to a Copyholder, as that he must come Personally into Court upon the making of every *Surrender*, but he may surrender by Attorney, as well as Livery and Seisin may be made by Attorney at the Common Law; and should the Law be otherwise, great Inconvenience would ensue; for how should Copyholders that are in Prison, or languishing upon Bed, or beyond the Seas, *surrender* but by Attorney. *Co. Copyh. Sect. 34.*

But if a Man hath a bare Authority joined with a Confidence without Interest, this Authority cannot be executed by Attorney; and therefore if I devise that my Executor shall sell my Land, they cannot sell by Attorney, for that were to make an Attorney upon Attorney, which the Law will in no wise permit; and though a Man may have an Authority joined with an Interest, yet if the Authority be warranted by Special Custom only, it

cannot be executed by an *Attorney*; and therefore if there be a Special Custom, that a Copyholder for Life may make Estate for Twenty Years to continue after his Death, these Estates cannot be made by *Attorney*. So if there be a Special Custom, that an Infant at the Age of Discretion, may *surrender* a Copyhold, this *Surrender* being confirmed by Special Custom only, cannot be made by *Attorney*. And so if there be a Custom, that a Copyholder out of the Court may *surrender* into the Hands of the Lord, by the Hands of two Customary Tenants, such *Surrenders* must be done in Person. *Ibid.*

If a Copyholder comes into Court, and tells the Steward that he is weary of his Copyhold, and desires that the Lord of the Manor may take it, this is likewise a good *Surrender*, because it is not requisite that a Conveyance should be made between the Lord and Tenant, pursuant to the Custom of the Manor, because a Copyholder hath no other Benefit of the Custom but to convey his Estate to a Stranger, and that must be by *Surrender*. *Hut. 65. Blevet's case against Humberstone.*

There were several Copyhold Lands used with and belonging to a Messuage; the Owner of the said Copyhold *surrendered* to the Lord the said Copyhold Messuage, with the Appurtenances; adjudged, that the Lands did not pass by this *Surrender*, and Admittance of the *Surrenderer*, but only the Messuage, Orchards, Yards, Curtilage and Gardens. 2 Cro. 526. *Smithson against Cage.*

A Copyholder of Inheritance being sick *surrendered* his Copyhold Lands into the Hands of the Lord of the Manor, to the Use of an Infant then not born; and that if such Infant, after born, should die before full Age, or before Marriage, without Heirs, then to the Use of *W. R.* and his Heirs:

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Heirs: The Child was afterwards born, and died within Age; adjudged, that this *Surrender* was void, because the Use was to commence at a Day to come, and that the Remainder limited to *W. R.* was likewise void; because it was to begin upon a Condition precedent (*i. e.*) upon the Death of the Infant dying after full Age, and unmarried, which did never happen. 2 *Bulst.* 272. *Simpson* against *Sotherne*.

Debt upon Bond, conditioned at the next Court to surrender a Messuage, &c. to the Use of the Obligee and his Heirs, and to procure him to be admitted, &c. and that he should enjoy it without Interruption by the Defendant, or *Lancelot Symonds*, or any other Person claiming under them; the Defendant pleaded Performance, &c. the Plaintiff replied, that before the Bond was given, the said Messuage was Copyhold, and demisable by Copy of Court-Roll, &c. and that at such a Court, the Lord granted this Messuage to one *Patience Hussy*, for Life, Remainder to *Lancelot*, surrendered his Remainder to the Use of the said *Patience*, for Life, and after her Decease, to the Use of the said *Lancelot* and *Jane* his Wife, for their Lives, and the Life of the Survivor, then to the Use of the said *Lancelot* and his Heirs, who were admitted accordingly, and *Jane* survived and claimed for Life, &c. upon a Demurrer to this Replication, it was objected, that the *Surrender* to *Patience* for Life was void, because she had an Estate for Life before; and if so, then the Remainder limited to *Lancelot* and *Jane* is void, because it was a Remainder limited upon a void Estate in the Creation: But adjudged, that tho' the Estate limited to *Patience* was void, yet *Lancelot* and *Jane* took a Joint Estate for their Lives, not by Way of Remainder, but by Way of immediate Settlement, this being in Case of a Co-

pyhold, which would have been otherwise on a Conveyance at Common Law. 1 Saund. 148. *Wade against Back.*

A Surrender was made to the Use of the Second Son of B. for Life, after the Death of the Tenant in Possession, and his Heirs: Adjudged, that the Tenant had not a Fee-simple by Implication in the Copyhold Lands, by these Words; for though it might be so in a Will, it is otherwise in a Surrender; for where the Lord admits in another Manner than appointed by the Surrender, it is void. 1 Brownl. 127. *Allen against Nash.*

A Copyholder of Inheritance surrendered his Copyhold to the Use of himself for Life, Remainder to his Son *Valentine*, and *Alice* his Wife, for their Lives, and to their Heirs and Assigns; and for Default of such Issue, to the Use of the Surrenderor and his Heirs: Adjudged, that *Valentine* and *Alice* had a Fee-simple, and not an Estate-tail, because the Words, *in Default of such Issue*, do not necessarily intend a dying without Issue; neither do they import of what Bodies such Issue shall proceed, and every Heir is the Issue of Somebody; therefore the express Estate limited to *Valentine* and *Alice*, their Heirs and Assigns, being a Fee-simple, shall not be turned into an Estate-tail by Implication, by Virtue of these Words, *in Default of such Issue*; for the Limitations of Uses in the Surrender of a Copyhold must be construed by the same Rules as Limitations of Uses in a Conveyance at Common Law, which are tied up to set Forms and Words, and not to be construed upon imaginary Intentions of the Parties, as in Wills; and the rather in the principal Case, because of the Word *Assigns*; for an Estate-tail is not assignable. 2 Salk. 621. *Idle against Coke.*

By

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By the General Custom of the Realm, every Copyholder may *surrender* in Court, and need not alledge in Pleading any Custom therefore. So if out of Court a *Surrender* to the Lord himself; but if he *surrender* out of Court into the Hands of the Lord, by the Hands of two or more Copyholders, the Bailiff or Reeve, &c. or out of Court by the Hand of any other, the Customs are particular, and therefore he must plead them. *Co. Lit. 59.*

By the *Surrender* out of Court, the Copyhold Estate passeth to the Lord under a secret Condition, that it be presented at the next Court, according to the Custom of the Manor. And the Custom guides *Surrender* out of Court, and the Custom must be pursued. And therefore, if after such *Surrender*, and before the next Court, he that made the *Surrender* dieth, yet the *Surrender* standeth good; and if it be presented at the next Court, *Cestuy que Use* shall be admitted thereto; but if not presented at the next Court, according to the Custom, then the *Surrender* becometh void. *Pasch. 14 Eliz. C. B. Co. Lit. 62. a. 4 Rep. 29.* And Custom is so Forcible, that by it a Freehold and Inheritance may also pass by *Surrender* (without Leave of the Lord) in his Court, and delivered over by the Bailiff to the Feoffee, according to the Form of the Deed, to be inrolled in Court, or the like. *Co. Lit. 59. b.*

A Surrender of a Copyhold Estate, held by a Widowhood, and one Life, out of Court, in order to take a new Estate in the Premisses by *Lease*.

TO all, &c. to whom these Presents shall come,
 A. F. Widow of J. F. of O. deceased, and
 S. P. Wife of R. P. of the same Place, and the
 said R. P. send greeting: Whereas by Copy of
 Court-Roll of the Manor of D. bearing Date,
 &c. a Grant was made by, &c. unto T. F. of,
 &c. aforesaid, of a Messuage or Tenement, &c.
 situate, lying and being in, &c. and then late
 in the Tenure of, &c. to hold for the Term of
 the Lives of the said T. F. and S. F. Daugh-
 ter of the said T. F. and the Life of either of them
 longest living successively, at the Will of the
 Lord, according to the Custom of the said Ma-
 nor, by and under the yearly Rent of, &c. and
 one Heriot, when it should happen, of the best
 Beast or Goods, or in Lieu thereof, the Sum of,
 &c. in Money, at the Election of the Lord of
 the said Manor; and by and under all other
 Rents, Burdens, Works, Suits, Customs and
 Services therefor due, and of Right accustomed,
 as by the said Copy of Court-Roll more at
 Large may appear. And whereas the said A. F.
 is possessed of the Premisses aforesaid, for Term
 of her Widowhood, according to the Custom of
 the said Manor of, &c. And whereas the said
 S. F. is since married to the said R. P. Now
 these Presents witness, That the said A. F. by
 and with the Consent, and at the Direction and
 Appointment of the said S. P. and R. P. te-
 stified by their being made Parties to, and Sign-
 ing and Sealing of these Presents; and also the
 said

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‘ said S. P. and R. P. for divers good Causes
‘ and valuable Considerations them thereunto e-
‘ specially moving, and to the Intent and Purpose
‘ that a new Estate of and in the Premises may
‘ be granted to the said A. F. they the said A. F.
‘ S. P. and R. P. have surrendered and yielded
‘ up, and by these Presents do, and each and ei-
‘ ther of them doth surrender and yield up unto
‘ J. C. Esq; Lord of the said Manor of, &c. as
‘ well the said recited Copy of Court-Roll, and
‘ all and singular the Messuage, Tenement, Lands
‘ and Premises afore said, with the Appurtenances
‘ therein and thereby granted; as also all the Estate,
‘ Right, Title, Interest, Possession, Reversion, Pro-
‘ perty, Claim and Demand whatsoever, of them
‘ the said A. F. S. P. and R. P. and of either
‘ or any of them, of, in and to the same, or of,
‘ in or to any Part or Parcel thereof. And the
‘ said A. F. S. P. and R. P. do hereby covenant
‘ for themselves and every of them, by these Pre-
‘ sents, That they the said A. F. S. P. and R. P.
‘ or either or any of them, shall and will from
‘ Time to Time, and at all Times hereafter, du-
‘ ring the Term of their Lives, at the reasonable
‘ Request, Costs and Charges in the Law, of the
‘ said J. C. his Heirs or Assigns, make and do all and
‘ every such further and other lawful and reason-
‘ able Acts and Things, for the further, better,
‘ and more perfect Surrendering of the said Tene-
‘ ment, Lands and Premises, to the Use of the
‘ said J. C. his Heirs and Assigns, as by his or
‘ their Counsel learned in the Law shall be rea-
‘ sonably devised, advised and required. *In witness,*
‘ &c.

A Surrender of Lands out of Court, into the Hands of Customary Tenants.

The Manor } January the Tenth, in the Year of
 of, &c. } our Lord, One thousand seven
 hundred and thirty-four.

BE it remembered, *That on the Day and Year above-written, Joseph Selby, a Customary Tenant of this Manor, did Surrender by Rod, into the Hands of the Lord of the said Manor, by the Hands and Acceptance of Richard Priestt and William Monk, two like Customary Tenants of the said Manor, All that Close or Parcel of Lands called Riders-Close, now or late in the Tenure and Occupation of William Rider, his Heirs or Assigns, containing by Estimation, ten Acres, be the same more or less, situate, lying and being at H. in the Manor aforesaid, To the Use and Behoof of John Duke, his Heirs and Assigns for ever, according to the Custom of this Manor.*

Taken by us (being first duly stamp'd.) Joseph Selby.

Richard Priestt,
 William Monk.

The Method of taking a Surrender in Court.

The Tenant who is about to Surrender, having a Wand or Rod in his Hand, says in Manner following,

I T. A. do surrender and yield up, into the Hands of J. C. Esq; Lord of this Manor, all that, &c. [recite the Premises] with the Appurtenances, within and holden of this Manor, now in the Possession

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session of, &c. and all my Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same, to the Use and Behoof of B. A. my eldest Son and Heir, his Heirs and Assigns for ever, according to the Custom of this Manor; and in Token thereof, do deliver up this Rod. [Delivering to the Steward the Rod he had in his Hand. See Admittance, p. 12.]

A Surrender and Remise of Lands made in Court before the Steward, after the Examination of the Wife.

‘ **T**O this Court came S. M. and K. his Wife,
 ‘ and being present here in Court, in their
 ‘ proper Persons, and the said K. by the Stew-
 ‘ ard of the said Court, being solely, and secretly
 ‘ examined, and consenting did surrender into
 ‘ the Hands of the Lord of the same Manor, and
 ‘ did remise, release, and altogether for them,
 ‘ their Heirs and Assigns, quit Claim to the Use
 ‘ and Behoof of R. W. and his Heirs, all their
 ‘ Right, Title, Estate, Use, Interest, Claim and
 ‘ Demand whatsoever, which they or either of
 ‘ them ever had, now have, or hereafter may
 ‘ have, according to the Custom of the said Ma-
 ‘ nor, of, in or to ten Acres of Land, with one
 ‘ Messuage, Parcel of the Tenement called L. and
 ‘ of, in and to three Acres of Copyhold Land of
 ‘ the Tenement called M. &c. which said Pre-
 ‘ misses the said R. W. lately had and took up,
 ‘ and now holdeth to him and to his Heirs, after
 ‘ Surrender thereof made by S. M. as at the
 ‘ Court there holden, &c. in the Year, &c. more
 ‘ at large appeareth, To the Use and Behoof of
 ‘ the aforesaid R. W. and of his Heirs, so that
 ‘ neither the aforesaid S. and K. nor either
 ‘ of

' of them, nor the Heirs of either of them,
 ' from thenceforth may require, claim or challenge
 ' any Estate, Right, Title, Dower or Demand
 ' thereof, or of any Part or Parcel thereof; but
 ' of and from all Actions, Right, Title, Dower
 ' and Demand thereof to be had from hence-
 ' forth shall be altogether barred and excluded;
 ' and both and either of them is barred and ex-
 ' cluded by this present Surrender, Release and Quit-
 ' claim; and for this Surrender, Remise and Release
 ' the said R. W. doth give a Fine to the Lord,
 ' and to the said Lord hath done Fealty, &c.

*A Surrender of a Leasehold Estate, by
 Way of Indorsement.*

' **M**emorandum, By these Presents, I A. B.
 ' do surrender and yield up into the Hands
 ' of the Hon. T. G. Esq; all the Lands, with the
 ' Appurtenances in the Indenture within granted,
 ' and all the Estate, Right, Title, Interest, Claim
 ' and Demand whatsoever of me the said A. B.
 ' my Executors or Administrators of, in and to the
 ' same, by Force and Virtue of the said Inden-
 ' ture, or by any other Ways or Means whatso-
 ' ever, together with the same Indenture to be
 ' cancelled. *In Witness, &c.*

*For the several References under this Head, see
 the Table.*

Surveyor. See Highway.

Survivor, a Survivor is preferred before a
 Devisee, because no Devise can take Effect till af-
 ter the Death of the Devisor, and by his Death all
 the Land cometh to his Companion. *Co. Lit. 185. b.*

See Periot.

Suspend.

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Suspend. If a Copyhold be granted to three for *Lives*, and the first of them take an Estate by Deed, with Livery from the Lord, by this the Copyhold for that Life is *suspended*. *Dyer* 30. 4 *Rep.* 31.

Terra Susanna, is from the French *Susanne*, signifying stale superannuated Land, or Land with over much Tillage worn and beaten out of State; and therefore of Necessity lying over a Year, and being converted from Tillage to Pasture, until it may recover State, and be fit for Tillage again. *Somner* 119.

Swansey. See **Gower**.

Swilling-Land was Land let out and occupied by Plough-Lands. *Somner* 117.

Swine-Gabel.

Swine-Money.

Swine-Paneges.

} See **Gabel-Swine**.

TAIL. In a Special Verdict in Ejectment, the Case was, That Copyhold Lands were demisable in Fee or in Fee-tail, or for Life, and *H. S.* being seised thereof in *Tail*, Remainder to *E. S.* in *Tail*, *H. S.* suffered a *Recovery* thereof in the Manor-Court, and died without Issue, the Jury found there was not any Custom in the said Manor for Tenants in *Tail* to suffer Recoveries, &c. Adjudged, that this *Recovery* did not bind the Issue in *Tail*. *Cro. Eliz.* 391. *Clunn* against *Pease* and *Turner*.

A Surrender was made to the Use of the Surrendree in *Tail*, with Remainders over likewise in *Tail*: Adjudged that a *Recovery* shall not bar this *Entail*, without a Special Custom. *Moor*, p. 188. *Hill* against *Morse*.

See **Bar**, **Custom**, **Descent**, **Discontinuance**, **Entail**, **Meworth**, **Wakefield**.

Cath.

Tath. In the Counties of *Norfolk* and *Susfolk*, the Lords of Manors claimed the Privilege of having their Tenants Flocks of Sheep brought at Night upon their own Demesne Lands, there to be folded for the Improvement of the Ground; which Liberty is called *Tath*. *Jacob's Law-Dict. Sub Tit.*

Taunton, Co. Somerset. An Attorney of the Court of King's Bench was chosen *Tithingman* of *Taunton*, where there was a Custom, that every one shall be a *Tithingman* or *Constable*, dwelling in such Houses, and the Attorney brought his Writ of Privilege, and it was allow'd. *Cro. Car. 389. Prouse's Case.* And Custom of this Manor is, That the Wife of the Copyholder shall have the Inheritance of her Husband. *1 Siderfin 267.*

Team. See **Team.**

Teddesley. See **Chesterton.**

Tellwoꝛc is that Work or Labour which the Tenant was bound to do for his Lord, for a certain Number of Days. *Jacob's Law-Dict. Sub Tit.*

Tenant is one that occupieth Land, &c. held of some Lord by Rent, or Fealty at least. No Subject hath properly *Allodium*; for all Lands, &c. in the Hands of the Subject are holden of some Lord or Landlord by some Tenure or Service. *Wood's Inst. 67. 1 Inst. 1. a. & b.*

A *Tenant* is either very *Tenant*, and holds immediately of the Lord, or *per avails*, that hath *Avails* and Profit of the Land holden of one that holdeth of another. *Wood's Inst. 67. 2 Inst. 296.*

The Word *Tenant* is used with divers Additions, for which see the *Table*.

See **Copyhold, Dovecote, Isle of Man, Life, Outlaw, Remainder, Roll, Surrender, Tellwoꝛc, Will.**

Tender

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Tender is an Offer to pay *Rent, &c.* It may be of Money in Purfes or Bags, without shewing or telling the same, and may be on any Part of the Land, or at any Time of the last Day of *Payment*; for he doth that which he ought, viz. to bring the Money in Purfes or Bags, which is the usual way Money is carried, and then it is the Duty of the Party that is to receive it, to put it out and tell it. *Wood's Inst.* 189. *1 Inst.* 202, 208. *a.* 5 *Rep.* 115.

In all Cases of Condition for Payment of a certain Sum in Gross, touching Lands or Tenements, if lawful *Tender* be once refused, he which ought to *tender* the Money is quit and fully discharged for ever after. *Co. Lit. Sect.* 338.

A *Tender* of *Rent* must be of the whole *Rent*, without Deduction of Taxes, &c. (for Stoppage is no Payment) unless it be agreed to be otherwise.

If the Owner of the Cattle, (a) before Distress, *Tenders* his *Rent*, if a Distress is afterwards taken, notwithstanding the *Tender*, it is wrongful, and he may make *Rescous*. But if the *Tender* be after Distress, and before the Impounding, the Owner cannot *Rescue* them; for the Taking was lawful, though the Detainer is wrongful. A *Tender* after the impounding makes neither the one nor the other wrongful; for then it cometh too late. The same Law for *Damage-feasant*; if before the Distress there is a *Tender* of sufficient Amends. (b) And in *Damage* the Party may *Tender* Amends until the Cattle are impounded; and then the Detainer is unlawful.

(a) *1 Inst.* 160. *b.* *2 Inst.* 107. *3 Rep.* 147. (b) *5 Rep.* 76.

In *Trespass*, &c. for Taking his Horse, the Defendant pleaded, that one *Poole* was Owner of the Horse, and it strayed out of his Possession, and came to the Hands of the Plaintiff; and that afterwards this Defendant, by the Command of the said *Poole*, and within a Year after it strayed, demanded the Horse of the Plaintiff, and tendered Amends, who refused to deliver the Horse, and thereupon the Defendant took it, &c. the Plaintiff made a frivolous Replication, to which the Defendant demurred; and upon arguing the Point in Law, it was adjudged; 1. That the Owner of an Horse, or other Cattle which are Estrays, may seise them where-ever he finds them, without telling the Marks, or proving the Property to be in him, which may be done at the Trial, if the other Side think fit to contend it; and 2. That though the Defendant does not plead directly that he *Tender'd* Amends, but only that he demanded the Horse, *proferendo Satisfactionem*, yet the Court held this a direct Affirmation, like the Case of *Warrantizando vendidit*, where the *Participle* affirms as directly as a *Verb*; and 3. That a *Tender* of Amends generally, without shewing the particular Sum, is good; because the Owner of the Stray is no Wrong-doer; and it is impossible for him to know how long his Horse had been in the Lord's Possession, or how much would make him Satisfaction for his keeping. It is true, it is otherwise in *Trespass*; for in such Case a Sum certain must be *Tendered*, because the Defendant is supposed to be a Wrong-doer; and for that Reason the Law puts this Difficulty upon him. *2 Salk. 686. Henley against Walsh.*

See **Payment.**

Tenure, is the Manner whereby Lands or Tenements are holden; or the Service that the Tenant owes to his Lord: And there can be no *Tenure*

without

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without some Service, because the Service makes the *Tenure*.

Stat. 12. Car. 2. cap. 24. ' All Tenures by
' Knights Service *in Capite*, and Socage *in Capite*,
' and the Fruits and Consequence thereof, shall be
' taken away; and all Tenures turned into free and
' common Socage, and all Conveyances and De-
' vises since the 24th of February, 1645, shall be
' of such Effect, as if the Lands and Hereditaments
' had then been holden in free Socage only; and
' all Tenures to be created by the King shall be in
' free Socage only, and not *in Capite*.

' Saving Rents certain, Heriots or Suits of Court,
' and Services incident to common Socage, and
' such Relief in Respect of such Rent as is paid in
' Case of a Death of a Tenant in Common So-
' cage; and Fines for Alienations due by particular
' Customs, other than of Lands holden immediately
' of the King *in Capite*, and saving Tenures in
' *Frank-almoigne*, which also shall not be subject
' to other Services than now they are, nor Tenures
' by Copy altered, nor the Services of grand Serje-
' anty (other than Wardship, Marriage, Escuage,
' Voyages Royal, and other Charges incident to
' Knight-service, and *Aide pur faire fuis Chevalier*,
' & *File marrier*) taken away.

Mr. *Madox*, in his *History of the Exchequer*, p.
432, 433, makes the following Observations on
this Statute.

' It is wonderful (says he) to see how much
' the Notion of Tenancy *in Capite*, which is in it
' self plain and simple, hath been obscured and per-
' plexed by Writers. Within the Memory of Man
' there have been eager Disputes about the Te-
' nants *in Capite*. By what I have read of the
' Controversy, I cannot perceive, that it was ever
' agreed amongst the Disputants, what Tenancy *in*
' *Capite* was; or that they had a distinct Notion of
' it

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it. There is one Thing here to be remembered,
 which may justly seem strange. I must speak of
 it with great Submission: It was intended, by
 the above-recited Statute, to take away and abol-
 ish *Tenure* by Knight-service, whether of a King,
 or of a Subject, with the Fruits and Appendages
 thereof, viz. Wardship, Marriage, Relief, Escu-
 age, &c. and to take away Wardship, Marriage,
 Relief, Escuage, and other feudal Profits, or Ser-
 vices incident either to *Tenure* by Barony, or by
 Serjeanty. But there are some Clauses in that
 Statute relating to *Tenures*, which, if I do not
 mistake, are worded in Terms so complex and in-
 distinct, that like a Two-Edged-Sword they cut
 both Ways. In general, as to the Nature of *Te-
 nancy in Capite*, one may presume to say, it has
 not been sufficiently cleared by the common Law-
 yers, or even the Antiquaries of our Nation.
 Sir Edward Coke has no Luck in the Explication
 he gives of it in his *First Institutes*, p. 108. a. Nor
 is his Opinion in the Case needful to be recited
 here. Mr. Selden speaks as if he thought a Baron
 and a Tenant *in Capite* was all one. (*Not. & Spi-
 cil. & Eadm.* p. 868. and *Tit. Hon.* p. 575.) And
 Sir Henry Spelman saith, that in the Time of King
 Henry the Second, every *Tenure in Capite* was ac-
 counted a *Tenure* by Barony. (*Glossar. ad vocem
 Baro*, p. 73. Col. 2.) In this Case, both Mr. Sel-
 den and Sir H. Spelman, although in Part, they
 are not far from the Truth, have fallen short of
 giving a clear and just Explication. I think it may
 be rightly said, that in the antient Times (suppose
 about the Time of King Henry the Second) most
 of the Tenants holding of the King *in Capite*
 were real or reputed Barons; not barely because
 they held of the King *in Capite*, but partly for
 that Reason, and chiefly because they held of him
 large Seigneuries. And there was, as I take it,
 so great a Likeness between a Baron and one of

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the King's Tenants *in Capite*, who held a large Seignury, that in the Reign of King Henry the Second, they made little or no Difference between them. There was also another Thing, which made Tenancy by *Barony* and Tenancy of the King *in Capite*, by Knight-Service, so like the one to the other; and that was the indetermin'd Quantity or Number of Knights Fees necessary to compose a *Barony*. For whereas some *Baronies* or Honours were excessive large, consisting of a very great Number of Fees. Others again were so small, that by the Quantity of them, or the Number of the Fees whereof they consisted, they could not be known to be *Baronies*. In some, every *Baron*, properly so call'd, was a *Tenant in Capite*; but every *Tenant in Capite* was not, by Reason of his Tenure *in Capite*, a *Baron* or a *reputed Baron*. From the Reign of King Henry the Third, downwards to the succeeding Times, the Tenants *in Capite* became very numerous; so that it sometimes happened that a Man was the King's *Tenant in Capite* of a Half, or a Quarter, or a Tenth Part of a Knight's Fee, which small Tenancies *in Capite* were far different from *Baronies*. Again, if a Man held of the King *in Capite*, by some other Tenure than *Barony* or Chivalry, such Person, although he was a *Tenant in Capite*, was by no Means a *Baron*.

Men seem to have been lead into their confused Way of Speaking upon this Subject, by supposing Tenure *in Capite* to have been a distinct Kind of Tenure, in like Manner as Tenure by Knights-Service, Socage, and others were, which Supposition is fallacious and untrue. For Tenure *in Capite* was so far from being a distinct Sort of Tenure, by it self, that it might be predicated of the several other Tenures, that is to say, a Man

• might hold of the King in *Capite*, either by Ba-
 • rony or by Knights-Service, or by Serjeanty, or
 • by Socage, or by Fee-farm. And if it be said
 • that a Man held of the King in *Capite*, without
 • mentioning expressly by what Service, it is to
 • be understood, that he held of the King immedi-
 • ately, in Opposition to his holding immediately
 • of another; and that Phrase was used in such
 • Case, when the Service was not in Question,
 • but the *Tenure* only, to wit, whether it was me-
 • diate or immediate. But the fallacious Suppo-
 • sition above-mentioned, had entred into the
 • Minds of Men long before the Reign of King
 • Charles the Second: For Example; Queen *Eliz-
 • zabeth*, by her Letters Patent, dated at *Westmin-
 • ster* the Nineteenth Day of *November*, in the
 • Forty-second Year of her Reign, granted to *Rich-
 • ard Ryves* and *John Burges*, Gentlemen, the Ma-
 • nor or Lordship of *Borscombe* in *Wiltshire*, and
 • divers other Lands in Fee-simple. The *Tenure*
 • was reserved in these Words, *Tenendum de nobis,
 • heredibus & successoribus nostris, ut de manerio
 • nostro de Est-Greenwich, in Comitatu nostro Kan-
 • ciae per fidelitatem tantum, in libero & commun-
 • Socagio, & non in Capite, nec per Servitium Mi-
 • litare, pro omnibus aliis redditibus, Servitiis, &c.*
 • [To be held of us, our Heirs and Successors, as
 • of our Manor of *East-Greenwich*, in our County
 • of *Kent*, by Fealty only, in Free and Common
 • Socage, and not in *Capite*, nor by Military Ser-
 • vice, for all other Rents and Services] *Ex 8.
 • parte Orig. 42 Eliz. Rot. 1.* The same Queen,
 • by Letters Patent, dated the Fourteenth Day
 • of *March*, in the same forty-second Year, granted
 • to Sir *John Spencer*, in Fee-simple, the Site of
 • the Priory of *Tortington* in *Sussex*, &c. *Tenen-
 • dum de nobis, &c.* in the same Words as above
 • in the Grant to *Ryves*. *Ib. Rot. 10.* And many
 • other

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other Letters Patent, made in the Reign of that Queen, and afterwards, are of the same Tenour. Whereas the latter Words [*& non in Capite*] are (with great Submission) repugnant to the former, *Tenendum de Nobis*. And therefore the Tenure (if any) reserved to the Crown by those Patents, was in Truth, *Tenure in Capite* by Socage. Thus far Mr. Madox.

A Man seised of a Manor whereunto be divers Free Tenants, divers Copyholders, and divers Special Customary Tenants, and the Customary Tenants do hold to give Attendance on the Freeholders at the Lord's Court. All the Free Tenants dying, saving one, the Lord doth bargain and sell the Manor to a Stranger; this is now, in Respect of the Free Tenants, a *Tenure*, and no *Manor*; in Respect of the Copyholders, both a *Manor* and a *Tenure*; and in Respect of Customary Tenants, neither *Manor* nor *Tenure*. *Calthrop's Readings*, p. 10.

For the several Tenures treated of in this Book, see the Table.

Terring, Co. Suffex. Within this Manor the Tenants are obliged to do certain Work by the Rod, which is called *Rod-Gavel*. *Sommer* 22.

Testificandum. See *Witness*.

Teynton, Co. Gloucester. This Manor was held by *Hugh de Kilpec*, of the King, by Serjeanty, to keep the Hay of Hereford at his own Costs. *Pla. Cor.* 32 H. 3. Rot. 10. in Dorso. *Blount* 57.

Thane implies a Minister or Servant, who was an Honorary Servant to the King in War and in Counsel, not a Servant under absolute Command, but obliged by federal Union to serve the King in War and in Council, for the Preservation of one and the other's Property. And this *Thane*, or Under Captain's Portion of Land, given him by the Conquering Saxons, was called his *Soke* or *Manor*,

in which he had his Privilege, as the King had in the whole Kingdom. And in the Court of his Soke, he determined all Differences between his Men in their Civil Right; and also punished Criminals with the Advice and Consent of his Freemen, which Court was called *Hall-mote*, [see *Hall-mote*] and Life and Death was at first within the Jurisdiction of it. And this *Hall-mote* was held once a Week; in lesser Sokes once in a Fortnight or three Weeks, or a Month; but this uncertain Time was afterwards regulated by the Legislature of the Nation. *Henry* the First limited the Time to once a Fortnight, and no oftener, and *Henry* the Third to once in three Weeks, and then Lords of Manors could not hold their Courts as often as they pleased, as the *Thanes* did. When Lands escheated to the *Thane*, he frequently granted them to some of his *Resiants* in open *Hall-mote*, with the Consent of his Freemen: And antiently the Grants were made by Words only in the Presence of the *Convassals* of the Soke; the *Thane*, after the conveying Words, delivering to the Grantee a Sword, a Bow and Arrows, and Helmet, a Horn, or some other small Gift in Token of Livery. *Gurd. Hist.* 537, 541, 547. But now it is usual by Rod. See *Surrender*, p. 528.

Theam or *Team*, signifies in Old Charters, a Royalty granted by the King to the Lord of the Manor, from trying and judging his Bondman, Neifes and Villains. *Gurd. Hist.* 560.

See **Cruro**.

Chingdene, Co. Northampton. *Henry* III. granted to *Stephen de Segrave*, and his Heirs, this Manor, with the Advowson of the Church, and with Tillages, Villanages, and Services of Freemen and all other Appurtenances, rendering therefor 24*l.* in Number every Year, for all Services and Demands

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Demands. *Mag. Rot.* 14 *Hen.* 3. Northamptonshire. *Madox Firma Burgi* 4.

Thol is a Liberty, or Right of Buying and Selling within the Precinct of a Manor, paying a Fee to the Lord. *Gurd. Hist.* 560.

Thorp, Kirby and Walton, Co. Essex, are included within the Antient Liberty called, *The Liberty of the Stoke*. In these, no Man may be arrested by any Kind of Process, but of the Bailiff of the Liberty; and not by him, but with the Consent of the Lord first obtained. The Sheriff hath no Power within this Liberty, in any Cause whatsoever; but the Bailiff executeth all Matters, as if he had Viscountile Authority. *Camd. Brit.* 424.

Threke. See **Cuckwold**.

Thurgarton and Hoxsepoll, Co. Nottingham. The Tenants of these Manors held their Lands by these Customs and Services. Every Native or Villain, (which were such as we call Husbandmen) paid each a Cock and a Hen, besides a small Rent in Money, for a Toft and one Bovat of Land, held of the Priory of *Thurgarton*. These Cocks and Hens were paid the Second Day in *Christmas*; and that Day every one, both Cottagers and Natives, dined in the Hall, and those who did not, had a white Loaf and a Flaggon of Ale, with one Messe from the Kitchen: Every Villain gave a Half-penny towards cleansing the Mill-Dam. The Freeholders were bound to three Plough-Days for the Lord with one Plough, which were then valued at 12 *d.* and likewise three Days Work in Harvest; the first Day with one Man, the second Day with two, and the third with five Workmen and one of themselves in Person, and every Day to have their Refection. The Natives were likewise bound to give three Plough-Days each, and every Plough was to be allowed four Boon Loaves, and to Harrow three Days,

and every Harrower was allowed a Brown Loaf, and two Herrings a Day. Likewise all the Natives and Cottagers were to reap every other Day in Harvest, the first Day every two were to have one Brown Loaf and two *Toilleets*, the second Day, two Brown Loaves and one *Toileet*, and afterwards every two Men to have every Day three Brown Loaves. And on the Day of the great *Bidrepe*, which was called the Priors Boon, every Native was to find three Workmen, and Cottager one. Every of the said Natives were to make Carriage from the forain Granges thrice a Year, each with one Horse, and every Time to have a *Miche* or White Loaf; and all the Reapers in Harvest, which were called *Hallewimen*, were to eat in the Hall one Day in *Christmas*, or afterwards at the Discretion of the *Celerer*. Likewise every *Niese*, or she Villain that took a Husband, or committed Fornication, paid *Marchet* for Redemption of her Blood 5 s. 4 d. and the Daughter of a Cottager paid but Half a *Marchet*. And every Native paid for Pannage of every Swine in the Park 3 d. &c. *Blount* 142, 143.

Timber. If a Copyholder for Life cuts down *Timber-Trees*, the Lord may take them. If an *Under-Lessee* for Years of a Copyhold cuts down *Timber*, it shall not be a *Forfeiture* of the Copyhold Estate. *Styke*, p. 233.

See **Assign, Repair, Trees.**

Tinmouth, Co. Northumberland. A Copyholder in Fee, who held of the Manor of *Tinmouth*, had Issue two Daughters, and died; and in a Special Verdict in Ejectment, the Jury found the Custom of that Manor to be, that the eldest Daughter shall have the whole Copyhold for her Life; and that after her Death, the next Heir Male to the Father shall have it to him and his Heirs, who can derive a Descent from the Males, exclusive to the

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the Females; and that if there is no such Heir Male, it shall escheat to the Lord. The Widow entred after the Death of her Husband, she having a Widow's Estate by the Custom, and then the eldest Daughter died, and afterwards the Widow died: Adjudged, that this general Custom for the Males of the Collateral Line to inherit, exclusive of the Females of the Right Line, may be good *ratione loci*, &c. and that the surviving Daughter was within this Custom; for the eldest Daughter in this Case shall not be only *primogenita filia* of the Father, but the Eldest at the Death of the Mother, who had the Estate by the Custom. 1 Sid. 267.

Tithes. Every Copyhold Estate must be Parcel of a Manor, and demised or demisable Time out of Mind; and therefore *Tithes* cannot be so granted, because they cannot pass by Copy of Court-Roll, but by Grant; but if they have been granted Time out of Mind by Copy, they may pass. 4 Rep. 24. Cro. Eliz. 814. Moor n. 844.

See Guildford.

Tithingman. See Taunton.

Toll. See Antient Demesne, Banningdon, Lostock, Corkesey.

Tolt, is a Precept, by which a Cause depending in a Wapentake, or other inferiour Court-Baron holden by any Lord of a Manor, may be from thence removed into the Sheriff's Court; and it is a *Superseas* to all Proceedings in Courts-Baron.

Tonge, Co. Salop. Roger la Zouch, being Lord of this Manor, did by fair Deed in Henry the third's Time, grant to Henry de Hugafort, and his Heirs, certain Messuages and Lands lying in Norton and Shaw, in the Parish of Tonge, with Liberty of fishing in the Waters, Paunage for Hogs, and Liberty to get Nuts for certain Days in the Woods of the said Manor, rendering yearly to the said Roger and his

Heirs a Chaplet of Roses upon *Midsummer-day*, in Case he should be then at *Tonge*. *Blount* 12.

Tonstall, Co. Stafford. In Replevin for taking a Gelding in *Delphfield*, the Defendants made Conusance as Bailiffs to *Jane Ball*, who was seised in Fee of the Place where, &c. and so justified the Taking, &c. Damage-feasant. The Plainriff pleads in Bar to the Conusance, that before the said *Jane Ball* was seised, &c. one *Richard Sneyde* was seised in Fee of two Parts of the Manor of *Tonstall*, of which the *Delphfield*, the *Barnyard*, the *Great Knowl*, and the *Limefield*, were Parcel; and that in the *Limefield* there had been Time out of Mind a Coal mine called the *Great Rowe*; that the said *Richard Sneyde* by Indenture demised a Moiety of the said Coal-mine to one *William Burslem* for 99 Years, with free Liberty of Ingress and Regress, with all Manner of Carriages unto and from the said Mine, and to dig the Coals there; That the said *William Burslem* died Intestate, and Administration was granted to *John Burslem*, who granted all his Interest in the said Coal-mine to one *John Colclough*, who devised the sixth Part thereof to one *Aaron Wedgwood*, for the Residue of the said Term for 99 Years, and made three Executors, and died; that one of the Executors assented to this Legacy; whereupon *Aaron Wedgwood* entered, of whom the Plaintiff bought One hundred Horse-Load of Coals, which were digged out of the sixth Part of the said Coal-mine, and which laid on the Brink thereof, and gave Licence to *Simpson* the Plaintiff, to take and carry them from thence to the high Way, by and through a Way over the *Delphfield*, which was the usual and convenient Way, &c.

The Defendants in their Replication confess the Seisin of *Sneyde*, and Demise to *Burslem*, but that at the Time of the said Demise, the *Delphfield* was Copyhold

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Copyhold held of the said Manor of *Tonstal*, which said Copyhold Sir *William Sneyde*, Lord of that Manor, granted to one *Thomas Trick* and his Heirs, who surrendered the same to his Son and Heir *Samuel Trick*, and his Heirs, who was admitted; that afterwards the said Sir *William Sneyde* made a Feoffment of the said Manor to *Ralph Sneyde*, and his Heirs, who made another Feoffment of the Copyhold Premises to *Thomas Trick*, by the Name of *Thomas Tellwright*, and his Heirs, by which the said Copyhold was extinguished: That *Thomas Tellwright* died seised, and that the Premises descended to *John* his Son and Heir, who made a Feoffment thereof to *Jane Ball*, and her Heirs; and avers, that at the Time of the Demise to the said *William Burslem*, there was no Coal-mine open in *Limefield*, nor any Way over the *Delphfield*, &c.

Upon a Demurrer, and Joinder in Demurrer, it was objected, that the Owners of the Mine in the *Limefield* could have no Way over the *Delphfield*, because it did not appear in the Pleading, that there was an absolute Necessity for such a Way; 'tis true, the Plaintiff in his Bar to the Avowry says, it was an usual and convenient Way; but it doth not follow from thence that it was of absolute Necessity; and if not, then the Lessee of the Coal-mine can have no Way there; and so is *Packer and Welstead's Case*. 2 *Sid.* 39, 111. But then it was moved, that in the principal Case a Copyholder in Fee had purchased the Freehold and Inheritance of it, by Reason whereof the Copyhold Estate was extinguished; and therefore the grant of this Way in the Lease of the Coal-Mine might operate as well as if the *Delphfield* had been in the Hands of the Lord of the Manor when the Lease was made; and upon this Point it was adjourned.

But the Replication was ill, because two Feoffments were pleaded without any Consideration,
habendum

habendum to the Feoffees and their Heirs, without saying to the Use of them and their Heirs. 2 *Lutw.* 1247. *Simpson* against *Tellwright*.

Cap. See **Bough, Pollard, Repair.**

Cor. See **Enbozne.**

Towcestoz. *Co. Northampton*, Sir *George Farmer* brought an Action upon the Case against *Brook*, and shewed he was seised of this Manor in Fee, and that all the Tenements of the Town are held of the said Manor, and shewed that Time out of Mind, &c. he and all those whose Estate he hath, had a Bakehouse, Parcel of the said Manor maintained at their Charge, and that this Bakehouse was sufficient to bake Bread for all the Inhabitants, and for all Passengers through the same Town; and the Bread so baked had used, &c. to be sold at reasonable Prices, and that no other Person within the Town had used to bake any Bread to sell to any Person; and it was adjudged by the whole Court a good and reasonable Custom. 8 *Rep.* 125.

Torkesley. *Co. Lincoln*; in *Saxon* *Tupcerig*, now a little mean Town, but heretofore very noted; for there were in it before the *Norman* Times (as it is in *Domesday*) two hundred *Burghers*, who enjoyed many Privileges, on Condition, that they should carry the King's Ambassadors, as often as they came that Way, down the River *Trent*, in their own Barges; and conduct them as far as *York*. Their antient Charter is still preserved; and they enjoy thereby the Privilege of a Toll, from Strangers who bring Cattle or Goods that Way; as also Privilege of a Fair on *Monday* in *Whitsun-week*. *Camd. Brit.* 562.

Craverse. In *Replevin*, the Defendant avows for Damage-feasant, by Reason of a Copy granted to him of the Place where, &c. by the Lord of the Manor, *Cooper*, Bishop of *Winchester*. The Plaintiff saith,

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saith, That before *Cooper, Horn* was Bishop, by whose Death the Temporalities came into the Queen's Hands, and this Copyhold, during the Time that the Temporalities were in the Queen's Hands, escheated; and the Queen granted it to the Plaintiff in Fee; by Force whereof he put in his Beasts, and traverseth the Grant by *Cooper*. By the Court, This Traverse is good, and ought to be, for there is not any confessing and avoiding, because he doth not confess the Seisin and Grant by Copy; but if he had confessed that the Bishop had entred and granted it by Copy, then there needed not any Traverse: So where one justifies by Lease from *J. S.* the Plaintiff saith that *J. S.* enfeoffed him before, it is not good without a Traverse. *Cro. Eliz. p. 754. Coveri's Case.*

Trecaer, Co. Cornwall, was a Copyhold Manor, within the Manor of *B.* The Bishop of *Exeter* held both these Manors in the Right of his Bishoprick, the old accustomed Rent was 67 *l.* 1 *s.* 5 *d.* *Hall*, Bishop, demised these two Manors to *P.* for 99 Years, determinable upon three Lives, reserving the old Rent. *P.* assigns them over to *N.* except the Demesnes of *Trecaer*: The Bishop redemiset to him the said Manors, except *Trecaer*, and one Farm more, reserving the old Rent 67 *l.* 1 *s.* 5 *d.* By the Court, This second Lease was good, and the 67 *l.* 1 *s.* 5 *d.* was the old accustomed Rent within the Statute. 1 *Eliz.* 1 *Mod. Rep.* 203. *Threadneedle and Linham.*

Trees, If a Custom be, that a Copyholder may not cut down *Trees*, it is good or not good, with this Difference: If he be a Copyholder of Inheritance, such a Custom is good; but if he be a Copyholder for Life, it is not good. 1 *Bulst.* Earl of *Northumberland* against *Wheeler*. The Tenant prescribes to cut and dispose all the *Trees* upon

on his Tenancy, it's an ill Prescription; otherwise of a Copyholder of Inheritance. *Noy, p. 2.*

If the Lord grant to his Copyholder the *Trees* growing upon the Land, and which afterwards shall grow, and that it shall be lawful for the Tenant to cut and carry them away; the cutting down the *Trees* is no Forfeiture of his Copyhold, because he had dispensed with the Forfeiture by his Grant, but he cannot cut the *Trees* that shall grow after, for as to them the Grant is void. *Moor, n. 234.*

See *Añson, Bough, Duarendon, Repair, Timber, Trespass, Waste.*

Tregoon, Co. Cornwall. The Custom of this Manor was to grant Copyholds for two or three Lives, and the Life of the Survivor, to hold successively as they are named in the Grant, and not otherwise; and a Grant was made to *A.* and his Assigns for the Lives of *B.* and *C.* and of the said *A.* It was objected in a special Verdict in Ejectment that this Grant was not warranted by the Custom, because *A.* had the whole Estate; and *B.* and *C.* were named only by Way of Limitation, and had no Manner of Interest; it was admitted, that where Custom warrants a greater Estate, it warrants likewise a Lessor; but then the Estates must be of the same Nature; for a Custom to lease for three Lives will not warrant a Lease for Five hundred Years, though in a legal Estimation a Lease for Years is a less Estate than an Estate for Life; but in the principal Case it was adjudged, that by this Grant no greater Estate passed than what was allowed by the Custom, but rather a less; for by the Custom a Grant may be made for three Lives, and this is only a Grant for one Life. *1 Salk. 188. Smartle against Penhallow.*

Trespass,

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Trespass, An Action of *Trespass* by a Copyholder in Fee against his Lord, for cutting down the *Trees*, lies at Common Law, without any special Custom; for the Copyholder hath a special Property therein, and the Lord a general Property; the Lord may as well subvert the Houses, as cut down the Trees, for without them the Copyholder hath no Means to repair it. 2 *Brownl.* 328. *Heydon* and *Smith*. And in *Doyle's Case*, *Mich.* 25. and 26 *Eliz.* It was adjudged, where it was a Custom that the Copyholder might cut *Merisme* to repair; if the Lord carry it away, an Action of *Trespass* lies against him by the Tenant.

A Man was Tenant by Copy of Court Roll of Wood, and the Soil was excepted to the Lord, and yet the Copyholder maintained an Action of *Trespass* against the Lord for cutting his Wood. *Moor*, n. 480.

See **Ad Commune Documentum, Commoner, Copyholder, Wood.**

Truro, Truru, or Triuereu, Co. Cornwall, was some Time the Possession of *Richard de Lucy*, a Person of great Note in the Reigns of King *Stephen*, and *Henry* the second, in the Eighth of whose Reign he was made Justice of *England*. From him it came to *Reginald Fitz-Roy*, who was one of the illegitimate Sons of King *Henry* the first, and was created Earl of *Cornwall* by King *Stephen* in the fifth of his Reign, and died in the 21st of *Henry* the second. He by his Charter granted to his free Burgesses of *Triuereu*, That they should have all their free Customs, and such as were used in Cities, and the same in all Things which they had in the Time of *Richard de Lucy*: (That is to say) *Sac*, *Soc*, *Tol*, *Theam*, and *Infangthief*; and granted them, that they should not plead or be prosecuted in Hundred or County Courts

Courts, nor for any Summons should go any where to any Law Business without the Town of *Trinereu*; and that they should be quit from paying Toll through all *Cornwal*, in Fairs and Markets, and wheresoever they bought and Sold. And that for the Goods they trusted; when they were not paid, they might distrain their Debtors, when they found them in their Town. *Brady of Burghs*, p. 43.

Trust.

A Declaration of Trust upon admitting two Lives into a Copyhold.

THIS Indenture Tripartite made, &c. between *H. E.* of, &c. of the first Part, *T. B.* of, &c. of the second Part, and *G. S.* of, &c. of the third Part; whereas the said *G. S.* &c. hath this present Day granted unto the said *H. E.* and *T. B.* one Messuage and sixteen Acres of Land, with the Appurtenances in the Parish of *B.* within the Manor of *G.* To have and to hold unto the said *H. E.* and his Assigns for the Term of his Life, from and immediately after the Death or other Determination, or Forfeiture of the Estate of *J. P.* (who holdeth the Premises for Term of his Life) and after the Death of them the said *J. P.* and *H. E.* to have and to hold the Premises aforesaid, with the Appurtenances, unto the said *T. B.* and his Assigns, for and during the Term of his natural Life, by Copy of Court-Roll, at the Will of the Lord, according to the Custom of the Manor aforesaid, on Trust and Confidence, to surrender the same Premises, at the Request of the said *G. S.* to such Persons, and to such Uses as he the said *G. S.* shall direct and appoint. Now this Indenture witnesseth, That the said *H. E.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *G. S.* his

Executors

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Executors and Administrators by these Presents,
That he the said *H. E.* shall and will upon the
Request, and at the Costs and Charges of the
said *G. S.* his Executors or Administrators, sur-
render into the Hands of the Lord of the Manor
aforesaid, the said Messuage and Premises, with
the Appurtenances, and all his Estate and Interest
therein, in such Manner, and to such Use and
Uses as the said *G. S.* his Executors or Admini-
strators shall direct or appoint, and in the mean
Time, until such Surrender, as aforesaid, shall
and will permit and suffer the said *G. S.* his Exe-
cutors and Administrators, peaceably and quietly
to have, hold, and enjoy the said Messuage and
Premises, with the Appurtenances, and the Rents,
Issues and Profits thereof, to receive and take up,
to and for his and their own Use, without any
Let or Interruption of or by the said *H. E.* his Exe-
cutors, Administrators, and Assigns, and the said
T. B. doth for himself, his Executors, and Admini-
strators, covenant and grant to and with the
said *G. S.* his Executors and Administrators by
these Presents, That he the said *T. B.* shall and
will upon the Request, and at the Costs and
Charges of the said *G. S.* his Executors or Admini-
strators, surrender into the Hands of the Lord of
the Manor aforesaid, the said Messuage and Pre-
mises, with the Appurtenances, and all his Estate
and Interest therein, in such Manner, and to
such Use and Uses as the said *G. S.* his Executors
or Administrators shall direct or appoint: And in
the mean Time, until such Surrender, as afore-
said, shall and will permit and suffer the said
G. S. his Executors and Administrators, peaceably
and quietly to have, hold, and enjoy the said
Messuage and Premises, with the Appurtenances,
and the Rents, Issues, and Profits thereof to re-
ceive and take up, to and for his, and their own
Use

Use, without any Let or Interruption, of or by the said *T. B.* his Executors, Administrators or Assigns; and because it is uncertain whether the said Premises be heriotable or not; the said *G. S.* doth for himself, his Executors and Administrators; covenant and grant to and with the said *H. E.* his Executors and Administrators, by these Presents, That he the said *G. S.* his Executors; or Administrators, shall and will, upon the Request of the Executors or Administrators of the said *H. E.* well and truly pay, or cause to be paid unto the said Executors or Administrators of the said *H. E.* so much Money as any Beast, which shall be taken or seised, for or in the Name of a Heriot for the said Premises, upon the Death of the said *H. E.* shall be worth at the Time of such Taking. And the said *G. S.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *T. B.* his Executors and Administrators, by these Presents, That he the said *G. S.* his Executors or Administrators, shall and will, upon the Request of the Executors or Administrators of the said *T. B.* well and truly pay, or cause to be paid unto the said Executors or Administrators of the said *T. B.* so much Money as any Beast, which shall be taken or seised, for or in the Name of a Heriot for the said Premises, upon the Death of the said *T. B.* shall be worth at the Time of such Taking. *In Witness, &c.*

See Chancellor, Condition, p. 116.

Tuddington. See Honour.

Turlor. See Lease, 330.

Tunbridge, Co. Kent. This was held of the Archbishops of Canterbury; by the Earls of Gloucester, upon Condition, that they should be Stewards at the Instalment of the Archbishops. And in an Account-Roll of the Archbishops for this Manor in

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Henry the Third's Time, there is this Word *Werk-gavel*, which signifies *Rent-work*, which was of two Sorts, the one Personal, by the Tenant's Person called *Manu-opera*; the other by his Carriages, then termed *Carr-opera*. *Camd. Brit.* 226. *Somer* 24.

Tutroc, Co. Essex. King Richard the First gave this Manor to *Henry de Grey* of *Cadnor*, which Grant King *John* confirmed, and by his Charter vouchsafed him the Privilege to hunt the Hare and Fox in any Lands belonging to the Crown, except the King's own demean Parks; a special Favour in those Times. *Blount* 132.

Tutbury, Co. Stafford. The Custom of the Honour of *Tutbury* is as follows, viz. Upon the Morrow after the Assumption of the blessed Virgin, being the 26th of *August*, all the Musicians within the Honour are to repair to the Bailiff's House in *Tutbury*, where the Steward of the Court (who is usually a Nobleman) and the Woodmaster or his Lieutenant are to meet them, from whence they go to the Church in this Order, 1. Two Wind-musicians, as Trumpets, or long Pipes, then four String-musicians, two and two, all playing; then the Steward of the Court, or his Deputy, and the Bailiff of the Manor, deputed by the Earl of *Devon*: The King of Musick going between them; after whom the four Stewards of Musick, each with a white Wand in his Hand, and the Rest of the Company follow in Order.

At the Church, the Vicar of *Tutbury* for the Time being, reads the Service of the Day, for which every Musician pays him a Penny; then all go from the Church to the Castle in Manner as before, where the Steward takes his Place upon the Bench in Court, assisted with the Bailiff and Woodmaster, the King of Musick sitting between them, to see that every Minstrel within the Honour, being

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ing called, and making Default, be presented and amerced by the Jury, which Amercements are collected by the Stewards of Musick, who account for one Moiety to his Majesty's Auditor, the other they retain themselves for their Pains in collecting them.

When the King, Steward, and the Rest are so sat, the Steward commands an *Oyez* to be made three Times by one of the Musicians, as Crier of the Court, that all Minstrels within the Honour, residing in the Counties of *Stafford, Derby, Nottingham, Leicester, or Warwick*, do appear to do their Suit and Service, on such Pain and Peril as the Court shall inflict for their Default; *Essoigns* nevertheless are allowed, in Excuse of Defaulters, upon good Reason shewed.

After which all the said Minstrels are called by a Suite-Roll, as Suitors are in a Court-Leet, and then two Juries are impanelled of the chief Minstrels, by the Stewards of Musick, each Jury consisting of 12, which are returned into the Court, where the Steward swears them; the Form of their Oath is the same which is given in a Court-Leet, only in a Leet the Jury swear to keep the King's Counsel, their Fellows, and their own, in this to keep the King of Musick's Counsel, their Fellows, and their own.

The better to inform the Jurors of their Duty the Steward gives them their Charge, in Commendation of the antient Science of Musick, shewing what admirable Effects it has produced, what Kings and noble Persons have been Professors of it, what Manner of Persons the Professors ought to be, and to admonish them to choose skilful and good Men to be Officers for the Year ensuing.

The Officers chosen by the Juries, are one King, and three Stewards of Musick, the fourth is chosen by the Steward of the Court, the King is chosen
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one Year out of the Minstrels of *Staffordshire*, and the next Year out of those of *Derbyshire*.

The Steward of the Court issues out Warrants to the Stewards of Musick in their several Districts, by Virtue whereof they are to distrain and levy in any City, Town Corporate, or other Place within the Honor, all such Fines and Amerciaments as are imposed by the Juries on any Minstrel for Offences committed against the Dignity and Honor of the Profession. The one Moiety of which Fines, the Stewards account for at the next Audit, the other they retain themselves.

As soon as the Charge is given, an Oyes is made, with a Proclamation, That if any Person can inform the Court of any Offence committed by any Minstrel within the said Honor, since the last Court, which is against the Honour of his Profession, let them come forth, and they shall be heard. Then the Juries withdraw to consider of the Points of the Charge, and the old Stewards of Musick bring into the Court a Treat of Wine, Ale and Cakes; and at the same Time some Minstrels are appointed to entertain the Company in Court with some merry Aires. After which the Juries present one to be King for the Year ensuing, who takes his Oath to keep up all the Dignities of that noble Science, &c. Then the old King riseth from his Place, resigning it and his White Wand to the new King, to whom he also drinks a Glass of Wine, and bids him Joy of his Honour; and the old Stewards do the like to the new, which done the Court adjourns to a certain Hour in the Afternoon, and all return back in the same Order they came to the Castle, to a Place where the old King, at his own Costs, prepares a Dinner for the new King, Steward of the Court, Bailiff, Stewards of Musick and Jurymen.

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After Dinner all the Minstrels repair to the Priory Gate in *Tutbury*, without any Manner of Weapons, attending the turning out of the Bull, which the Bailiff of the Manor is obliged to provide, and is there to have the Tips of his Horns sawed off, his Ears and Tail cut off, his Body smeared all over with Soap, and his Nose blown full of Beaten Pepper. Then the Steward causes Proclamation to be made, That all Manner of Persons, except Minstrels, shall give way to the Bull, and not come within forty Foot of him at their own Peril, nor hinder the Minstrels in the pursuit of him, after which Proclamation, the Prior's Bailiff turns out the Bull amongst the Minstrels; and if any of them can cut off a Piece of his Skin before he runs into *Derbyshire*, then he is the King of Musick's Bull; but if the Bull go into *Derbyshire*, sound and uncut, he is the Lord Prior's again.

If the Bull be taken, and a Piece of him cut off, then he is brought to the Bailiff's House, and there collared and roped, and so brought to the Bull-Ring in the High-street in *Tutbury*, and there baited with Dogs; the first Course in Honour of the King of Musick, the second in Honour of the Prior, the third for the Town, and if more, for Divertisement of the Spectators; and after he is baited, the King may dispose of him as he pleases.

This Usage of late is perverted; the young Men of *Stafford* and *Derbyshire* contend with Cudgels about a Yard long, the one Party to drive the Bull into *Derbyshire*, the other to keep him in *Staffordshire*, in which Contest many Heads are often broken. [The King of Musick and the Bailiff have also of late compounded, the Bailiff giving the King five Nobles in Lieu of his Right to the Bull, and then sends him to the Earl of *Devon's* Manor of *Hardwick*, to be fed and given to the Poor at *Christmas*.] *Blount* 171, 172, 173, 174, 175.

Twysket

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Cow-skot is an Imposition on the Tenants, near *Romney-Marsh*, for maintaining the Sea-Coasts there, and other like Defences against Inundations. *Somner 29.*

Value. The Steward of the Court set a Fine of 8*l.* upon the Admittance of a Copyholder; and it being personally demanded, and not paid, the Lord of the Manor entred for a *Forfeiture*. Now this Manor being surveyed by Commissioners for that Purpose, in the Reign of Queen *Elizabeth*, the Court of Chancery decreed by the Consent of the Lord and his Tenants, that the Fines should be ascertained according as the Lands were *then valued*, which was a Year and a Half's *Value* upon Descent, and this was to be binding for ever. And upon an Ejectment now brought, the Question was, How the yearly *Value* should be computed, (*viz.*) Whether at the *Value* as the Lands were in the Time of Queen *Elizabeth*, or according to the improved *Value* since, the Tenants being willing to pay according as the Lands were *valued* on that Survey. And the better Opinion was, The Tenant had not *forfeited* for refusing to pay according to the improved *Value*; for it would be hard to make a *Forfeiture* without a wilful Default. Now in this Case the Default was not wilful in Nonpayment of a Fine; for the Tenant was willing to pay a Fine, but not such a Fine as the Lord demanded, who might have brought an Action of Debt for his Fine, and that would have brought the Right in Question; but let the Right be as it will, if the Tenant hath a probable Cause to refuse the Payment of a Fine demanded, he shall not *forfeit* for Nonpayment. 2 *Mod.* 229. *Trotter* against *Blake*.

Conditioni exponas. It has been accustomed in many Places, in Actions of Debt in a

Court-Baron, for the Plaintiff to file a Declaration according to the Cause of Action; and after the third Attachment for the Defendants not appearing to sue out a *Venditioni exponas*, to sell such Goods as have been taken on the three Attachments, which is done for this Reason, that when the Defendant will not appear, the Plaintiff may receive the Value of the Goods distrained, towards Satisfaction of his Debt and Costs; for else the Goods would remain in the Bailiff's Hands, and the Plaintiff have no Benefit by the Attachment. *Scrogs* 203, 204.

The Form of a Venditioni Exponas.

The Manor } G. B. Steward of the said Ma-
of G. } nor; to the Bailiff of the same
Manor, greeting:

I Command you, that you expose to Sale one Steer, by you taken and appraised at Twenty Shillings, being the Goods and Chattels of Charles Dolby, which said Steer was attached at the Suit of Abraham Bowden, in a Plea of Debt upon Demand of Thirty-nine Shillings, and at that Court held, &c. the aforesaid Charles Dolby was, according to the Custom of this Court, solemnly called, but appeared not, by which, according to the Custom of this Court, from Time whereof there is no Memory of Man to the contrary, the said Steer is forfeited, &c. which Money have you at the next Court to be held there the, &c. to satisfy the said Abraham Bowden, his Debt aforesaid. And have you there this Precept, and likewise the Manner how you executed the same. Dated, &c.

G. B. Steward.

See Attachment, Baron-Court.

Uenire

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Venire facias is a Process directed to the Bailiff, to cause a Jury to appear.

Form of a Venire facias.

The Manor of G. } G. B. Steward of the said
Co. Huntingdon. } Manor; to J. V. Bailiff
of the same, greeting:

I Command you that you cause to come twelve good and lawful Men of your Bailiwick, that they be and appear at the next Court to be held for the Manor aforesaid, and at the Mansion-house of, &c. on Monday, &c. at Eight a Clock in the Forenoon, to try such several Issues between Parties and Parties, as shall then and there be put in Issue before them, (or to try the Issue joined between A. B. Plaintiff and C. D. Defendant, of a Plea of Debt, &c.) and this omit not at your Peril. Dated; &c. at, &c.

G. B. Steward.

Venue is the Place from whence the Jury are to come for Trial of Causes.

See Wargrave.

Verdict. Custom was pleaded by the Defendant, That if a Copyholder in Fee hath a Wife at the Time of his Death, and two Sons or more, that the Wife shall have her Free Bench, during her Life, and that if the eldest Son die, living the Wife, though he hath Issue, his Issue shall not have it, but the second Son. The Jury found the Custom that the youngest Son should have it, unless the eldest Son was admitted thereto, as to the Reversion, or made a Fine for it with the Lord in his Life-time. *By the Court*; The Custom is not found in that Manner, or that he pleaded it, therefore it is found against him that pleaded it, for he

pleaded a general Custom, without Exception, and the Custom found is with an Exception, and Special; and the Case is in *Dyer* 192. where a Custom was pleaded, That a *Feme* should have it, and it was found she should have it *durante viduitate* only; but in this Case there was not any *Verdict* upon this Issue; for they concluded their *Verdict* *Si, &c.* they found the Defendant Guilty, if otherwise, Not guilty, &c. and so there is not any Conclusion of the Point in Issue. *By the Court:* A gross Fault, and a *Venire facias de novo* was awarded. *Cro. Eliz.* 415. *Boraston and Hay.*

Verge. Tenants by the *Verge* are in the same Nature as Tenants by Copy of Court-Roll. But the Reason why they be called Tenants by the *Verge* is, for that when they will surrender their Tenements into the Hands of their Lord, to the Use of another, they shall have a little Rod (by the Custom) in their Hand, the which they shall deliver to the Steward, or to the Bailiff, according to the Custom of the Manor; and he which shall have the Land shall take up the same Land in Court, and his Taking shall be entered upon the Roll, and the Steward or Bailiff, according to the Custom, shall deliver to him that taketh the Land the same Rod, or another Rod in the Name of *Seisin*; and for this Cause they are called Tenants by the *Verge*, but they have no other Evidence but by Copy of Court-Roll. *Co. Lit. Sect.* 78.

Wiccinage. See Common.

Viſtuallers. By Stat. 13 Ric. 2. cap. 8. *Viſtuallers* shall sell their *Viſtuals* at such reasonable Prices as shall be set down by the Justices of the Peace in two of the Sessions, to be holden betwixt *Easter* and *Michaelmas*, in Pain to be punished at the Discretion of the said Justices, where no Pain is already limited in certain.

And

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And here the Sheriffs, Stewards, Mayors, Bailiffs, and all others, which have Power to keep Assise of Bread and Ale, shall take no Fine or Amerciament for any Default touching the Assise, for which the Offender ought by Law to have Bodily Punishment.

Stat. 12 Ed. 4. cap. 8. No Person, (other than Mayors, Bailiffs, Lords of Leets, or other appointed by Charter) shall execute any Office of Searching or Surveying of Wine, Ale, Beer, or any other Victual, or of the Correction of Breaking Assise thereof, in Pain to forfeit 40*l.* to be divided betwixt the King and the Prosecutor; and all Letters Patent of the King, granted for that Purpose, shall be void.

Stat. 2 & 3 Ed. 6. cap. 15. Butchers, Brewers, Bakers, Poulterers, Cooks, Costermongers or Fruiterers, which conspire or promise together, that they will not sell their *Victuals* but at certain Prices, shall forfeit for the first Offence 10*l.* to the King, and if they pay it not within six Days after Conviction, they shall suffer twenty Days Imprisonment, and during that Time shall have no Sustenance but Bread and Water; for the second Offence they shall forfeit 20*l.* and that not paid within six Days, as aforesaid, shall suffer the Pillory; and for the third Offence shall forfeit 40*l.* and that not paid within the Time above limited, shall again suffer the Pillory, lose one of their Ears, and be ever after taken as Men infamous and not to be credited. And if such Conspiracy be acted by the major Part of the Company of such *Victuallers*, the Corporations shall be thereupon dissolved.

Justices of Peace, Mayors, Bailiffs and Stewards in Sessions, Leets and Courts, have Power to hear and determine these Offences. *Continued*

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nued and confirmed by 22 & 23 Car. 2. cap. 19.
and 1 Jac. 2. cap. 17.

See **Inholders, Weights and Measures.**

Under-lease. See **Assign.**

Under-lessee. See **Timber.**

Under-Steward. The *Under-Steward* is the *Steward's* Deputy, and sometimes appointed by Writing, and sometimes by Parol; and the Extent of his Authority is as great as the *Steward's* own Authority, and his Office consisteth in Performance of the self same Duties, that the high *Steward* himself is to perform; only in this Point, the Power of the *Steward* goeth beyond the Power of the *Under-Steward*, that the *Steward* can make an Admittance out of Court, and it shall stand good if Entry be made in the Court-Roll, that he that is admitted, hath paid his Fine, and hath done Fealty; but the *Under-Steward*, though he may take a Surrender out of the Court, yet he cannot make any Admittance out of Court, without especial Authority or particular Custom. *Co. Copyb. Sect. 46.*

Some have thought that an *Under-Steward* may be made without special Words in the *Steward's* Patent, authorising him to make a Deputy, but surely since it is an Office of Knowledge, Trust and Discretion, it cannot, unless it be in Cases of Necessity. As if an Office of *Stewardship* descend unto an Infant, he may make a *Deputy*, because the Law presumeth he is himself incapable to execute it; so if it be granted to an Earl in Respect of the Exility of the Office in a base Court, and of the Dignity of the Person, who is *Prapostius Comitatus*, and had in antient Time the Charge and Custody of the whole Shire, whose Attendance the Law intendeth to be most necessary, upon the King and the Commonwealth; therefore it is implied in Law for the Conveniency, that he may

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may make a Deputy, for whom he ought to answer. This is one Observation touching Under-Stewards, in Admittances made by Under-Stewards, as well as in Admittances made by the Stewards themselves; it is good Order to express in the Copy, and in the Court-Roll, the Name of the Under-Steward, or of the Steward, because in pleading any Admittance, a Man must say, That he was admitted by such a one Under-Steward or Steward, naming his Name. *Ibid.*

A Warrant from a Steward to his Under-Steward.

W Hereas W. A. of, &c. Esq; hath lately constituted me G. B. his Steward of all his Manors, Lordships and Hereditaments, in the Counties of H. and B. or in any or either of them; and giving and granting unto me the said G. B. and to my sufficient Deputy and Deputies in that Behalf, and to every and either of them, full Power and Authority to keep and hold all his Court-Leets, Views of Frank-pledge, Courts-Baron, and other Courts within the Limits aforesaid. I the said G. B. have therefore constituted and appointed, and by these Presents do constitute and appoint W. P. of, &c. Gent. my Deputy, to do and execute the said Office in my Stead and Place in all Things, as effectually as if I my self were personally present at the doing thereof. In Witness, &c.

Underwood. The Lords of the Manor of B. for the Time being, had granted Underwoods growing there, Time out of Mind, by Copy of Court-Roll, and W. R. Lord of the said Manor, granted the Underwood there growing from Time to Time, to the Plaintiff and his Heirs, by Copy of Court-Roll; and that he or they might yearly,
and

and every Year cut down four Acres thereof; and in an Action of Trespas brought by the Plaintiff, the Question was, Whether *Underwood* could be granted by Copy of Court-Roll, when the Soil it self, upon which it did grow, was not granted? By the Court: *Underwood* is a Thing of Inheritance and Perpetuity; for after it is cut it will spring out and grow again; and therefore it may well by Custom be granted to the Plaintiff and his Heirs. *Cro. Eliz.* 413. *Hoe against Taylor.*

See *Wood.*

Upminster, Co. Essex. This Manor was held by *John Engayne*, which was valued 30*l.* a Year, by the Serjeanty of keeping the King's Hare-Hounds. *Pla. Co.* 13 *Edw.* 1. *Essex.*

Apton. See *Southwell.*

Archinfield, Co. Hereford. This Region, Liberty or Hundred, hath not only the Privileges, in Respect of *Dower* of the Moiety, and no *Forfeiture* of Lands for *Felony*; but also that there the King's Writ shall not go; and they have a Liberty of Arresting for any Sum of Money whatsoever. And whosoever purchases Lands there, may bequeath them to whom he pleases. They have also a formal Way of Judgment of their own, much after the *British* Fashion. The Steward with his Officers belonging to the Court, being seated; there be certain Chiefs among them, whose House and Lands are held of the Lord by *Sute* and *Doome* in the Court of that Liberty; and hereupon are called *Domesmen*, that is to say, *Men of Judgment*, or such who judge of Matter of Controversy. [*These I apprehend determine all Suits.*] They are to carry all the King's Messages into *Wales*, and are, as it were, left to their own Liberty, and are said to be *extra Comitatem*, i. e. not bound up to any Strictness by the Country Laws. *Taylor of Gavelkind* 109, 110, 111.

Usage.

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Usage. A Copyholder brought an Action on the Case, in which he declared, that in the Manor of *W.* there had been Copyholders Time out of Mind; and that during all that Time, there had been an *Usage* in the said Manor, that every Copyholder, &c. for every Acre of Land which he held of that Manor, should have *Common* in the Lord's Waste, this Declaration was adjudged good; and the Reason was, because he could not prescribe but in the Right of the Lord of the Manor; therefore he may make a Title to himself by Way of *Usage*. *Goulds.* 133. *Peirce* against *Baker*.

See **Prescription.**

Use. A Copyholder in Fee *surrendered* to the Lord, without mentioning to whose *Use*, and at the next Court he and his Wife were admitted to have and to hold to him and his Wife in Tail, Remainder to his own right Heirs; now though no *Use* was limited in this *Surrender*, yet the Copyholder being in before he made the *Surrender*, and afterwards accepting a new Admittance, the Law intends that the *Surrender* was made to the Lord, who is only an Instrument to convey the Estate to the *Surrendree*; and though the Wife was not named in the *Surrender*, but only in the Admittance, yet this being in a Copyhold Case, she shall take an Estate; for it is like a Will where an Estate shall pass by the *Habendum*, though the Party is not named in the Premises. *Poph.* 125. *Brook's Case*.

See **Jointure, Rent, Roll, Surrender.**

Utsangthese or *Ourfangthese* is the Privilege of adjudging a Thief that come out of another Manor. *Gurd. Hist.* 560.

Utland is Land granted out in Service by the Lord to his Tenants. *Somner* 115.

Wadhurst,

Wadhurst, Co. *Suffex*. Within this Manor there are two Sorts of Copyholds, viz. *Sookland* and *Bondland*. If a Man be first admitted to *Sookland*, and afterwards to *Bondland*, and dies seised of both, his Heir shall inherit both; but if he be first admitted to *Bondland*, and afterwards to *Sookland*, and dies seised of them, his youngest Son shall inherit. 1 *Leon. p. 55. Kemp and Carter.*

Wager of Law; and it is also called making of Law, the Defendant being to take an Oath that he oweth not the Plaintiff the Debt demanded of him upon a simple Contract, nor any Penny thereof; and the Law doth give such a Special Benefit to the Defendant to Bar the Plaintiff for ever in that Case. But the Defendant ought to bring with him eleven Persons of his Neighbours, that will avow upon their Oaths, that in their Consciences he saith true, and they are called *Compurgators*. 1 *Inst. 294, 295. 2 Inst. 45.*

Wager of Law lieth not where there is a Specialty or Deed, to charge the Defendant, but when it groweth by Word, so as he may pay or satisfy the Party in secret, whereof the Defendant having no Testimony of Witnesses, may wage his Law, and thereby the Plaintiff is perpetually barred. 1 *Inst. 295. a.*

A Man outlawed or attainted, in an Attaint, or upon an Indictment of Conspiracy, or of Perjury, or otherwise, whereby he becomes infamous, shall not wage his Law. *Ibid.*

A Man under the Age of Twenty-one Years, shall not wage his Law; but a Feme Covert, together with her Husband, shall wage her Law. *Ibid.*

If an Infant be Plaintiff, the Defendant shall not wage his Law. An Alien shall wage his Law in that Language he can speak. *Ibid.*

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In no Case where a Contempt, Trespass, Disceit or Injury is supposed in the Defendant, he shall *wage* his Law; because the Law will not trust him with an Oath to discharge himself in those Cases, only in some Cases in Debt, Detinue, Account, the Defendant is allowed by Law to *wage* his Law. *Ibid.*

In an Action of Account against a Receiver, upon a Receipt of Money by the Hand of another Person, for Account render'd, (unless it be by the Hands of his Wife, or his *Commoigne*) the Defendant shall not *wage* his Law, because the Receipt is the Ground of the Action, which lieth not in Privy between the Plaintiff and Defendant, but in the Notice of a third Person, and such a Receipt is traversable. But in an Action of Debt upon an Arbitrament, or in an Action of Detinue by the Bailment of another's Hand, the Defendant shall *wage* his Law, because the *Debet* and the *Detinet* is the Ground of those Actions; and the Contract or Bailment, though it be by another Hand, is but the Conveyance, and not traversable. In an Action of Account against a Bailiff of a Manor, the Defendant cannot *wage* his Law, because it soundeth in the Realty. In an Action of Debt which concerns the Realty; as for Debt for a Rent upon a Lease for Years, or an Action of Detinue for detaining an Indenture of a Lease for Years, the Defendant shall not *wage* his Law, much less for Charters or Deeds, which concern Inheritance. *Ibid.*

In an Action of Debt for a Fine or Amerciament in a Leet, the Defendant shall not *wage* his Law, because the Leet is a Court of Record; but in an Action for Debt for an Amerciament in a Court-Baron, the Defendant shall *wage* his Law; for that is no Court of Record. *Ibid.*

Form of the Oath of the Defendant;

I A. B. do solemnly swear, in the Presence of the Almighty G O D, that I do not owe C. D. the Sum of, &c. nor any Penny thereof, in Manner and Form as he hath declared against me,

So help me God.

The Oath of the Compurgators.

I E. F. [each Compurgator, naming his Name, repeating after the Steward,] do in my Conscience believe, That what A. B. hath now sworn is true,

So help me God.

Waifs are Goods that are stolen, and waived by a Felon on Pursuit in any Part of the Manor, and be not attached upon the fresh Pursuit of the Owner, they are then forfeited to the Lord of the Manor; the Reason of this Forfeiture is as a Punishment of the Owner of the Goods, for not making fresh Pursuit. But if the Thief had not the Goods in Possession upon Pursuit, there is no Forfeiture; and the Owner may seize them where he finds them without any fresh Pursuit. *Co. Cop. Sect. 27. Wood's Inst. 213. 5 Rep. 106. Foxley's Case.*

Wakefield, Co. York. In Ejectment for Copyhold Lands held of this Manor, it was admitted at a Trial at Bar, that by the Custom of that Manor, Copyholds might be entailed; and that the Custom to bar such Entails is for the Tenant in Tail to commit a Forfeiture; and then after three Proclamations made, the Lord of the Manor may seise for such Forfeiture, and regrant the Lands to the Copyholder and his Heirs, by which Means he hath an Estate in Fee, and by Consequence the Estate Tail is gone; but

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that another Custom to bar those *Entails* is, for the Tenant in *Tail* in Possession, to make a Surrender to the Purchaser and his Heirs, and then such Purchaser is to commit a *Forfeiture*, for which the Lord of the Manor is to seise, and to regrant to the Purchaser; and by this Means the Issue in *Tail* are barred, tho' the Tenant in *Tail* did not join.

1 *Sid.* 314. *Pilkington* against *Stanhop*.

Walsingham, Co. Norfolk. ' By Stat. 35
' *H. 8. cap. 13.* The King's Manors of *Granges*,
' *Collingham, Botts, Fens* and *Marshes* in the Coun-
' ty of *Norfolk*, which sometimes were Parcels of
' the Possessions of the late Abby or Priory of *Wal-*
' *tingham*, shall and may be granted by Copy of
' Court-Roll, in Fee-simple for Term of Life or
' Lives, by the Stewards of the said Manors, their
' Under-Stewards or Deputies, for such Rents, Ser-
' vices, Fines, Heriots and Customs, as in the said
' Copies shall be specified, which Copies shall be
' good against the King, his Heirs, Successors and
' Assigns.

Walton. See *Thorp*.

War. These Words in *Time of Peace*, being made Use of in some of the Forms in this Book, I shall here explain it: *Time of Peace* is when the Courts of Justice are open, and the Justices and Ministers of the same may by Law protect Men from Wrong and Violence, and distribute Justice to all. *Time of War* is when by Invasion, Insurrection, Rebellions, or such like, the peaceable Course of Justice is disturbed and stopped, so as the Courts of Justice be as it were shut up. And it is a Maxim in Law, *Silent Leges inter Arma* (in Time of War the Law is silent). And Trial hereof is by the Records, and Judges of the Courts of Justice; for by them it will appear, whether Justice had her equal Course of Proceeding at that Time, or no; and this shall not be tried by the Jury. And this

is the Reason in all real Actions, the *Explees* [Profits] are laid in *Time of Peace*; for if they were taken in *Time of War*, they are not accounted of in Law. Co. Lit. 249. b.

Wareland, signifies Land suffer'd to lie Fallow. Somner 117.

Warfield. See **Wargrave**.

Wargrave, Co. Berks. In this Manor there is a customary Manor holden of the Manor of *Wargrave* by Copy of Court-Roll, called *Warfield*, in which were Lands demised, and demisable by Copy of Court-Roll, by the Lord of the Manor of *Warfield*, or his Steward, in Fee-simple, for Life or Years. In a Trial concerning some Lands granted by the Steward of *Warfield*; Issue was taken, whether *Warfield* was held by Copy of the Manor of *Wargrave*, and *Venue* was of the Neighbourhood of *Wargrave*, on which two Points arose. 1st, Whether there could be such a Customary Manor by Law, for of a Copyhold there cannot be Lord, Mesne, and Tenant, but of a Freehold at Common Law. 2^{dly}, Whether the *Venue* was good, it being in *Wargrave* only. But it was resolved by the whole Court, that a Customary Manor may be holden by Copy, and such Customary Lords may hold Courts, and grant Copies, &c. And there may be Lord Customary, Mesne, and Customary Tenant, as well in Case where the Mesnalty is a Tenant at Will, according to the Custom of the Manor, as well as where there is a Tenancy at Will at the Common Law. As to the *Venue*, the Issue arising upon the Custom within the Manor of *Wargrave*, and it appearing that the Tenants in *Warfield* are Parcel of the Manor of *Wargrave*, the *Venue* is good. 11 Rep. 17, 18. Sir Henry Nevil's Case.

Wareham, Co. Dorset. By the Custom of this Manor, both Males and Females have a Right equally in the Partition of Lands and Tenements.

Pla,

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Pla. de Jur. et Assise de Anno 16 Edw. 1. Blount 160.

Warning. If a Copyholder in Fee withdraw his *Suit* for many Years to the Court of the Lord, no *Warning* being alledged to be given by the Lord to him when he held his Courts, it is no *Forfeiture*, only a *Negligence*. 1 *Rol. Rep. p. 256.*

General *Warning* within the Parish is sufficient, for if the Tenant himself be not resiant upon his Copyhold, but elsewhere, his Farmer or Undertenant may send Notice to him of the Court. If a Man be weak that he cannot travel without Danger, or have a great Office, &c. these shall excuse. 1 *Leon. p. 104.* Sir John Branch's Case. See *Copyhold. p. 130.*

Waste. If a Copyholder committeth *Waste* voluntarily, or permissive, this is a *Forfeiture ipso Facto*. *Co. Cop. Sect. 57.*

1. Voluntary, as if he plucketh down any ancient built House, or if he buildeth any new House, and then pulleth it down again; or if he ploweth Meadow, so that thereby the Ground is made worse; or loppeth the Trees, or selleth the Lopping, or if he cutteth down any Fruit-trees for Fuel, having other Wood sufficient, this and the like voluntary *Waste* are *Forfeitures ipso facto*. *ibid.*

2. Permissive, as if he suffereth his House to decay, or fall to the Ground for Want of necessary Reparations; or if he suffereth his Meadows for Want of Mending his Banks to be surrounded, so that they become Rushy, or worth nothing; or his Arable Ground to be so surrounded, that it is become unprofitable.

These and the like permissive *Wastes* are *Forfeitures ipso Facto*. *ibid.*

If two Joint-tenants be of a Copyhold, and one Committeth *Waste*, he forfeiteth his Part only, for no Man can forfeit more than he hath granted to him. *Co. Copyholder, Sect. 59.*

If a Lessee for Life committed *Waste*, and then the Lessor granteth away the Reversion, this *Waste* is made disputable.

If a Copyholder committeth *Waste*, and then Tenant for Life of the Manor dieth before Entry; yet he in Remainder may enter, for he had an Interest in the Manor at the Time of the *Forfeiture* committed, though he could not enter, by Reason of the Estate in Tenant for Life, which being determined, his Entry is now accrued unto him for the *Forfeiture* committed in the Life of Tenant for Life. *Co. Cop. Sect. 60.*

Stat. of Gloucester, 6 E. 1. cap. 5. ‘ An
‘ Action of *Waste* is maintainable against Tenant
‘ by the Curtesy, in Dower, for Life or Years, and
‘ the Party attainted thereof shall lose the Thing
‘ wasted, and recompence thrice so much as such
‘ *Waste* is taxed at.’

Stat. of Waste, 20 E. 1. ‘ An Action of
‘ *Waste* is maintainable by the Heir, for *Waste*
‘ done in his Ancestor’s Time, as for that done in
‘ his own Time.’

Stat. 11 H. 6. cap. 5. ‘ An Action of *Waste*
‘ is maintainable by the Reversioner against Te-
‘ nant for Life or Years, that first alienes his Estate
‘ to a Stranger, and afterwards (still receiving the
‘ Profits thereof) commits *Waste*. Howbeit, this
‘ Statute shall not extend to such Tenants as hold
‘ without Impeachment of *Waste*.

See Advantage, Ancestor, Bough, Conies,
Coparcener, Denial, Dismembering, Feal-
ty, Trees.

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Way. When the Law doth give any Thing to one, it giveth impliedly whatsoever is necessary, for the taking and enjoying of the same. And the Law in this Case driveth him not to an Action for Corn, but giveth him a speedy Remedy to enter into the Land, and to take and carry it away, and compelleth not him to take it at one Time, or to carry it before it be ready to be carried; and therefore the Law giveth all that which is convenient, viz. free Entry, Egress and Regress as much as is necessary. *Co. Lit. 56. a.*

If the Lessee be disturbed of this *Way*, which the Law doth give unto him, he shall have his Action upon his Case, and recover his Damages, and this Action the Law doth give unto him; for whensoever the Law giveth any Thing, it giveth also a Remedy for the same. But here is to be observed a Diversity between a private *Way*, and a common *Way*. For if the *Way* be a common *Way*, if any Man be disturbed to go that *Way*, or if a Ditch be made Over-thwart the *Way*, so as he cannot go, yet shall he not have an Action upon his Case, and this the Law provided for avoiding of Multiplicity of Suits, for if any one Man might have an Action, all Men might have the like. But the Law for this common Nuisance hath provided an apt Remedy, and that is by Presentment in the Leet, or in the Tourn, unless any Man hath a particular Damage, as if he and his Horse fall into the Ditch, whereby he received Hurt and Loss; there for this special Damage which is not common to others, he shall have an Action upon his Case, and all this was resolved by the Court in the King's Bench; and in that Case it was said that it had been adjudged in that Court between *Westbury* and *Powell*, that where the Inhabitants of *Southwark* had by Custom a Watering-place for their Cattle, which was stopped up by *Powell*; in that Case any Inhabitant of

Southwark might have an Action; for otherwise they should be without Remedy, because such a Nufance is not presentable in the Leet or Torn. *ibid.*

There be three Kind of *Ways*; *First*, a *Foot-way*, *ibid.*

The *Second* is a *Foot Way* and *Horse Way*, and this vulgarly is called *Pack* and *Prime Way*, because it is both a *Foot-way*, which was the first or *Prime Way*, and a *Pack* or *Drift-Way* also. *ibid.*

The *Third* contains the other two, and also a *Cart-way*, &c. and this is twofold, *viz.* *Regia Via*, the King's Highway for all Men, and *Communis strata*, belonging to a City or Town, or between Neighbours and Neighbours.

See *Extinã*, *Constal.*

Weights and Measures. By Stat. 8 H. 6. cap. 5. every City, Borough, and Town within *England*, shall have a common Balance, with common Weights sealed, and according to the Standard of the Exchequer, upon the common Costs of the said City, Borough, or Town, in the Keeping of the Head Officer, or Constable there; in Pain that the City for such Default shall forfeit 10 *l.* to the King, the Borough 5 *l.* and every other Town 40 *s.*

At this Balance all Inhabitants may weigh *gratis*; but a Foreigner shall for every Draught under forty Pounds pay a Farthing; for a Draught betwixt forty Pounds and an Hundred, an Halspenny; and for a Draught betwixt an Hundred and a Thousand, a Penny; whereof the Weight shall be maintained, and the Officers which attend that Service, rewarded at the Discretion of the said Inhabitants.

Justices of Peace, Mayors, Bailiffs, and Stewards of Franchises have Power to hear and determine these Offences.

Wells.

English Copyholder. 583

Wells. *Richard de Wells* held this Manor ever since the Conquest by the Service of being Baker to our Lord the King. *Camd. Brit.* 58.

Were, in old Saxon *wepe*, and signifies the Price of a Man's Life, that is, so much as one paid for the killing a Man, by which it appears, that such Government was in the Saxon's Days, as Slaughters of Men were most rarely committed; and you shall not read of any Insurrection or Rebellion before the Conquest, *when the View of Frankpledge, and other ancient Laws of this Realm were in their right Use.* *Co. Lit.* 287.

Were-Gabel, is a Rent paid in Respect of Wears or Kiddels, to catch Fish withal, pitched and placed by the Sea Coasts. *Somner* 18.

Westhorpe. See **Southwell.**

Westgate. }

White-Hart-Silver. *Blackmore-Forest* in *Co. Dorset*, is commonly called the *Forest of White-Hart*; the Inhabitants have a Tradition, concerning the Occasion of the Name, That *Henry* the Third hunting here, and having run down several Deer, spared the Life of a *Milk-white-Hart*, which afterward *T. de Linde*, a Gentleman of this County, and his Company, took and killed, at which the King being highly incensed, fined them severely, and the very Lands they held, do to this Day pay into the King's *Exchequer* annually a pecuniary Acknowledgment by Way of Fine, called *White-Hart-Silver.* *Camd. Brit.* 59.

White-Rent. See **Quit-Rent.**

Whitlesea, in the Isle of *Ely*. Within this Manor there is a Custom for the Inhabitants to chuse on the *Sunday* next after the Feast of *St. Martin*, two Persons called *Storers*, to oversee the publick Business. And likewise to provide a common Bull, in Consideration whereof they enjoy a certain Pasture called *Bulls-grass*, and the

major Part of the Freeholders and Copyholders at a Meeting, grant the Grass every Year to any Person who will take it, to have the same from *Lady-Day* till the Corn is carried out of *Coatsfield*. *Appendix to Lex Maneriarum, Case 16.*

Most of the Ground round here are Marsh, for which King *Canute* gave Orders to *Turkill*, the Dane, that every Village about the Fens should have its proper Marsh; who so divided the Ground, that the Inhabitants of each Village should have just so much of the Marsh for their own Use, as lay right against the Farm-ground of the said Village, he also made an Order, that no Village might dig or mow in another Man's Marsh without Leave; but however, that the Feeding should be common to all, that is, Horn under Horn, for the Preservation of Peace and Quiet among them. *Camd. Brit. 306. The Fens at this Day are divided amongst the Inhabitants, as mentioned in this Order.*

See *By-Law*.

Whorlton, Co.

This Manor was held by *Nicholas de Menyll* of the Archbishop of *Canterbury*, by the Service of being his Cupbearer on the Day of his Consecration. *Esc. 16. Ed. 3. n. 37. Blount 121.*

Wicomb, alias High-Wicham, Co. Bucks.

Here was an Hospital of *St. John Baptist*; the Revenue whereof, upon the general Dissolution of religious Houses came to the Crown; as also certain Rents there, belonging to a Brotherhood of the *Blessed Virgin*, called our *Lady's Rents*; all which Queen *Elizabeth*, in the fourth Year of her Reign, granted to the Mayor, Bailiffs, and Burgesses of *Wicomb*, for the Maintenance of a Free Grammar-School, and certain Alms-People there, which has been much improved. *Camd. Brit. 327. This seems to be Frank-almoigne.*

Widow,

English Copyholder. 585

Widow. A Feme Sole, who was a Copyholder of Inheritance, married, and afterwards her Husband made a Lease for Years not warranted by the Custom of the Manor, by Reason whereof the Copyhold was forfeited; then the Husband died: Adjudged, that after his Death the Lord of the Manor shall not have any Benefit of this Forfeiture, but that the *Widow* shall enjoy the Estate in the same Manner, as if she had never been married. *Cro. Car. 7. Saverne against Smith.*

Grant of a Copyhold to three for their Lives successively, afterwards the Grantor made a Lease of the same Lands to T. S. for thirty Years, to have and to hold the same from and immediately after the Death of the Survivor, or other Determination of the said Copyhold Estate; the Survivor died, and then his *Widow* entred and claimed her *Free-Bench*, and assigned her Right and Title to the Plaintiff; and in a Special Verdict in Ejectment, the Question was, When this Lease of Thirty-one Years should commence, either upon the Death of the Survivor of the three Copyholders, or after the Determination of the *Widow's* Estate of such Survivor; it was insisted, that it shall not commence till after the *Free-Bench* of the *Widow* is determined, because that Estate is Parcel of the Estate of her Husband, which is very true, as to some Purposes, but not as to this Lease, being in the Case of a Collateral Limitation; for in Point of Limitation it shall commence immediately after the Death of the Husband, tho' not in Point of Interest till after the Death of the Wife. 2 *Sid. 165. Clark against Candle.*

Where the *Husband* Copyholder makes Lease for Years of his Lands, warranted by the Custom of the Manor so to do, his *Widow*, who hath a Title to her *Widow's* Estate, shall not avoid such Lease

Lease, unless there is a Special Custom to enable her so to do. 2 Cro. 36. *Farely's Case*.

The Custom was, That *Widows* should enjoy during their *Widowhood*, their Customary Lands whereof their Husbands died seised. The Lord grants a Customary Tenement of the Manor, unto *J. B.* for Life, by Copy, and after conveys the whole Manor to *W.* who conveyed the Inheritance and Freehold of *B.*'s Tenement for Money paid by *B.* to *J. S.* and others, and their Heirs and Assigns, during the Life of *J. B.* the Remainder to *Ellen*, then Wife of *J. B.* the Remainder to *J. B.* in Fee, *J. B.* grants his Remainder in Fee to his Son and his Heirs, to whom *W.* and the rest released; the Son having Issue a Son died, and then *Ellen* died. *J. B.* marries again one *Frances*, and dies seised of his Customary Estate; *Frances* shall enter and enjoy her *Widow's* Estate; for it is clear, that the Customary Estate of *J. B.* remained as it was during his Life, not extinct, nor altered by the Purchase of the Fee-simple, which during his Life was in others, not in him; and then it follows by Consequence that all Customary Incidents to such a Customary Estate remain, whereof this is one, which by Custom and Law grows of it self out of that Estate, as a Descent should have done if *J. B.* had been a Copyholder in Fee, and the Freehold had been granted to another in Fee. *Hobart, p. 181. Howard and Bartlett.*

Wife. The *Husband* may surrender a Copyhold to the Use of his *Wife*, because such Surrender is not immediately to her, but by a second Means, (*viz.*) to the Lord of the Manor to her Use, and by *his* Admittance. 4 Rep. 29. in *Bunting's Case*.

But

English Copyholder. 587

But the *Wife* cannot give her Copyhold Lands to her *Husband*; therefore where the Custom of a Manor was alledged to be, that a *Wife* might give her Copyhold Lands to her *Husband*, this was adjudged to be an unreasonable Custom; because the *Wife* being always *sub potestate viri*, it shall be intended that her Lands were not voluntarily given to him, but by Compulsion; therefore such a Custom could never have a reasonable Commencement. *Godb. 14, 15. Skipwith's Case.*

Where the *Husband* was seised of a Copyhold Estate in Right of his *Wife*, and committed *Waste*, and died, this is a *Forfeiture*, and shall bind her after his Death. *4 Rep. Clifton against Molineux.*

The *Husband* surrendered his Copyhold to the Use of his Will, which he afterwards devised to his *Wife*; and if she should have any Issue by him, then to such Issue at the Age of Twenty-one Years; and if the Issue die before that Age, or before his *Wife*, or if he had no Issue by her, then she to chuse two Attornies, and they to sell the Lands to her best Advantage. *Adjudg'd, That by this Devise she had the Lands for Life, and an Authority to choose two Attornies to sell, &c.* and that accordingly they might sell the Lands, and that the Vendee shall be in by the Will, without any new Surrender. *Cro. Jac. 199. Beal against Shepherd.*

See *Discontinuance, Emblements, Feme, Husband, Issue of Man, Severance, Wood.*

Will. A Man cannot devise a Copyhold Estate by his Last Will, without first surrendering it into the Hands of the Lord of the Manor, to the Use of his Last Will, after which he may devise it to whom he will; by which it is apparent that nothing passes by the Will, but all by the Surrender;

der; and that the *Will* is only a Declaration of the Uses of the *Surrender*. 2 *Bulst.* p. 200. *Semain's* Case.

But if a Copyhold be *devised* without *Surrender*, it cannot be executed in Point of Interests, but only by Decree in *Chancery*. 2 *Keb.* 837. *Har- rison* and *Grosvenor*.

A Man seised of Copyhold Lands *devised* a certain Parcel of them to his Wife for Life, the Remainder to his Brother and his Heirs, and afterwards in the Presence of three Persons of the Court, said to them, "I have made my *Will*, " and have appointed all Things in my *Will* as I " will have it"; and afterwards he said, "And I " here surrender all my Copyhold Lands into your " Hands accordingly." *By the Court*: The *Surrender* is restrained by the *Will*, and not all his Copy- hold Lands, but only so much as are mentioned in the *Will*, pass to the *Wife*. 3 *Leon.* p. 18. n. 43.

Copyholder in Fee *surrenders* into the Hands of a Tenant, according to the Custom of the Manor, to the Use of a *Will*, which he said he would make and leave in the Hands of his Partner *Mosse*. *Mosse* dies, and after the Copyholder makes his *Will*, and recites the *Surrender*, and devises his Copyhold to his Children, and dies, it seems that the Devisee shall have the Lands; for the Words, "That he would leave in the Hands of *Mosse*," are Words of Demonstration, and not of Re- straint; and then it is a Ground in Law, *When an Act is to be done, with Reference to another Thing, which is impossible, illegal or variant, the Act shall stand, and the Reference shall be void.* Lit. Rep. p. 23. *The King* against *Eaton*.

A Man *surrenders* his Copyhold to the Use of himself for Life, and afterwards to the Use of his Last *Will*, it was adjudged, that in such Case the

Fec-

English Copyholder. 589

Fee-simple remains in the Copyholder, and not in the Lord. 4 Rep. 23. *Fitch and Hucley*.

It was decreed, That a *Devise* of a *Charity* was good, though it was a Copyhold Estate, and not surrendered to the Use of the *Will*; for it is a good Appointment within the Statutes of Charitable Uses. *Chan. Rep. 75*.

A Letter of Attorney to surrender Copyhold Lands to the Use of a Will.

BY these Presents I S. C. of the *Middle-Temple, London*, Gent. Son and Heir of J. C. Clerk, do make, ordain and appoint T. C. of the City of C. in the County of S. and J. L. of the same City, Gent. my true and lawful Attornies, jointly and severally for me, and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of B. in the said County of S. according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances of me the said S. C. within the Manor aforesaid; and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said J. C. my Father lately died seised, to the Use and behoof of such Person and Persons, and for such Estate and Estates as I the said S. C. by my Last Will and Testament in Writing shall direct and appoint. *In witness* whereof I have hereunto set my Hand and Seal, &c.

A Sur-

*A Surrender to the Use of a Will.**Manor of, &c. — Feb. 17. 1733.*

Memorandum, The Day and Year above-
written, that John Jones of, &c. in
the County of, &c. Bricklayer, a Customary
Tenant of the said Manor, did surrender by the
Rod into the Hands of the Lord of the said Ma-
nor, by the Hands and Acceptance of John
Wells and Richard Woodstock, two like Customa-
ry Tenants of the said Manor, all that Messuage
or Cottage-house, with the Homestead, and all
Buildings thereunto belonging, now in the Occu-
pation of the said John Jones; the Land of Wil-
liam Jenkins on the North, the Land late of Eli-
zabeth Baker on the South, John Simpson, Esq;
on the East, the Common Street on the West;
and also a Feeding Part, and an Alder Lot be-
longing to the same; and also all that Feeding
Part called Jackson's Part, lying and being in,
&c. containing by Estimation, Three Acres, be
the same more or less; the Land of John Davis
on the East, Richard Wallis on the West, Nine-
teen Foot Drain on the South, Long-Drove on the
North; and also two Turf Lots lying in, &c.
containing by Estimation Twelve Acres, be the
same more or less, the Land of John Jones, jun.
on the East, William Blackett on the West, &c.
Holme Load, North, Charles Bignall, South;
with the Reversion and Reversions, Remainder
and Remainders thereof, and of all and singular
the above-mentioned Premisses, to the Use of
the Last Will and Testament of the said John
Jones,

English Copyholder. 591

' Jones, according to the Custom of the said
' Manor.

*Surrendered and taken the
Day and Tear above-
written, by us,*

John Jones.

John Wells
and
Richard Woodstock.

*The Finding of the Death of a Tenant,
and a Surrender to the Use of his Will,
with an Admission of the Tenant.*

' **W** Hereas at the last Court it was presented
' by the Jury of Homage, That *W. H.* a
' Customary Tenant of the said Manor, on the
' Seventh Day of, &c. surrendered into the Hands
' of the Lord of the Manor aforesaid, by the
' Hands and Acceptance of *A. B.* and *B. C.* two
' like Customary Tenants of the said Manor, all
' and singular his Customary Lands, Tenements
' and Hereditaments, situate, lying and being in
' *G.* within the said Manor, and all and singular
' their and every of their Appurtenances, to such
' Use and Uses, Interest and Purposes, as he the
' said *W. H.* in and by his Last Will and Testa-
' ment shall declare, limit and appoint. Now to
' this Court it is presented by the Jury of Homage,
' that since the last Court, the said *W. H.* depart-
' ed this Life. And to this Court came *A. H.* and
' produced in Court the Last Will and Testament of
' the said *W. H.* bearing Date, &c. [*set out the Date*
' of the Will] which was duly proved in the Pre-
' rogative Court of Canterbury, before *A. S.* Doc-
' tor of Laws, &c. which was in the Words fol-
' lowing. "In the Name of God, Amen, I *W. H.* &c."
' [*Here recite the Will.*] Thereupon the said *A. H.*
' craves

craves to be admitted to all and singular the Premises devised to him by the above recited Will, [Or else the Steward may here again recite the Premises.] And the Lord of the Manor aforesaid, by his Steward aforesaid, did deliver Seisin thereof, &c. [See Admittance.]

See Devise, Implication, Wife.

Tenant at Will is he who holds Lands of another, to have to hold to him, at the Will of the Lessor, by Force of which Lease the Lessee is in Possession. *Co. Lit. Sect. 68.*

See **Common, Copyhold, Copyholders, Fealty.**

Wimondley, Co. Hertford. This Manor is held by Grand Serjeanty; the Lord as chief Cup-Bearer, is to serve the King with the first Cup of Silver gilt, at Dinner, on the Day of his Coronation. *Camd. Brit. 346.* He is to have the Cup for his Fee.

Winchester. See **Rent.**

Wind. See **Repair, Timber.**

Wirrol, Co. Chester, in Saxon *pipheale*; near here is this Manor of *Hooton*, which in *Richard the Second's* Time, fell to the *Stanleys*; who derive their Pedigree from one *Alan Sylvestris*, upon whom *Ranulph*, the first of that Name, who was Earl of *Chester*, conferred the *Bailiwick* of the Forest of *Wirrol*, by the Delivery of a Horn. *Camd. Brit. 673. Qu.*

Wit or Wita, signifies an *Amerciament*. *Co. Lit. 127. a.*

Witness, the *Steward*, though he had a Fee for the Admittance, may be a *Witness*. 3 *Keble. Champion's Case, p. 90.*

To prove a Custom that a Copyholder may cut Trees, a Copyholder, that had but a Kettle, may be a *Witness*. 2 *Sid. p. 9.*

A Sub-

A Subpoena for Witnesses.

The Manor } To A. B. [name the Witnesses]
of G. } greeting:

I Command you and every of you, that (laying aside all Manner of Excuses and Delays whatsoever) you be in your proper Persons at the next Court to be held at, &c. on, &c. to testify and declare the Truth in a certain Variance [or Matter of Controversy depending] between H. J. Plaintiff, and T. G. Defendant, in a Plea of Trespass upon the Case; and this omit not at your Peril. Dated, &c.

G. B. Steward.

Woman. See Gloucester.

Wood. A Man made a Feoffment in Fee of a Manor, to the Use of himself and his Wife, and his Heirs; there was a Custom in the Manor to cut Underwood at Twenty-one Years Growth, the Husband suffer'd the Woods to grow Twenty-five Years during the Coverture, and then died; Adjudged, that the Wife being Tenant for Life, could not cut these Woods without committing Waste, because the Time of cutting them was limited by the Custom to Twenty-one Years, and that being past, and Four Years more, she cannot cut till another Twenty-one Years come. *Godb. p.*

4 & 5.

Wood-gavel. See Gavel-wood.

Wood-Reeve.

Instructions given by the Archbishop of Canterbury, to his Wood-Reeve of Norwood, Co. Surry, at the Delivery of his Deputation.

THE Wood-Reeve must be one that well understands the Nature of Wood and Wood-Lands, and to order the felling, cutting out, making up, stripping, setting, runting, coaling, stacking, &c. To provide Workmen, Colliers, &c. and to apportion every Man his Employment. To contract with them and to pay them weekly, according to the several Rates agreed upon; and that before any Account can be had of them, what their work will come to; which except he understands as well as themselves, he will be sure to be cheated. He must see every Man's work to be well done; provide Teams, order their Loadings, and see to the Delivery; otherwise the Wood will be carried to wrong Places, and no Account given of it, which is a usual Thing, and the Wood-Reeve's Loss. For this Purpose he must constantly attend early and late, both by himself and others; for one alone is not sufficient to look after every Workman, which at sometimes are near twenty at a Time in several Places, and some at great Distances, to prevent the common Cheats and Abuses usually practised by the Woodmen, Colliers and Carters. Gates and Fences he must look after for Preservation of the Springs; and take Care to punish Offenders, Woodstealers, Trespasors, and the like. For what is sold he must likewise provide Teams and Chapmen, keep Account

English Copyholder. 595

' count to whom, and take Care whom he trusts,
' and either to collect the Money, or perhaps be
' made answer it himself. He must from Time to
' Time observe the Steward's Orders. And at the
' End of the Year give an Account of his Office.

Form of a Deputation for a *Wood-reeve*.

KNOW all Men by these Presents, *That We* William, by Divine Providence, Lord Archbishop of Canterbury, Primate of all England, and Metropolitan, have made, constituted and appointed, and do by these Presents make, constitute, and appoint William Stobbs *Wood-reeve* of all and singular our Woods at Norwood in Surrey, during our good Will and Pleasure. And for his Care and Pains in the Execution of the said Office of *Wood-reeve*, We do hereby further promise to pay unto the said William Stobbs in Lieu of, and in full Satisfaction of all Salaries and Perquisites heretofore received and enjoyed by any former *Wood-reeve*, the Sum of twenty Pounds yearly, during the Time of the Continuance of these Presents. In Witness whereof We have hereunto set our Hand and Seal this tenth Day of February, 1715.

W. Cant.

Workland, So called, because at the Creation of the Manor, and Distribution of it into Parcels, it was charged with servile *Works*, such as Plowing and Harrowing the Lands, Arable Ground, Mowing, taking, and carrying in his Hay, Sowing, Weeding, Reaping, and Inning his Corn, making and mending his Fences, Thatching his Barns, and such like. Somner 116.

Worktop, Co. Nottingham. This Manor is held by Grand Serjeanty, by the Service of finding the King a Right-Hand Glove on the Day of his

Coronation, and to support the King's Right Arm that Day, while he holds the Scepter. *Pat. 33 H. 8. Par. 4.*

Wreck. If any suffer Shipwrack upon the Seas, and through the Violence of the Waves Goods are cast upon the Shore, and being seised by the Bailiff, are not claimed within a Year and a Day after the Seisure, then are these Goods forfeited to the Lord, who hath that Franchise, and are term'd *Wrecks.* *Co. Copyholder, Sect. 27.*

In Sir Henry Constable's Case it was resolved, that nothing shall be *Wreck* but such Goods which are cast by the Sea, or left on the Land; that *Flotsam* is where a Ship is drowned, or otherwise perisheth, and the Goods float on the Sea; that *Jetsam* is where a Ship is likely to perish, and the Goods are thrown Over-board into the Sea, that the Ship may be disburthened, and afterwards she perisheth; that *Ligan* is likewise where the Goods are cast Over-board, the Ship being in Danger of perishing, and the Goods are so heavy, that they sink to the Bottom; therefore to the Intent that they may be found, the Mariners tie a Cork or Buoy to them, that they may know where they are, for which Reason 'tis called *Ligan*, from *Ligando*; but none of these Goods are *Wreck*, so long as they remain on or in the Sea; but if they are cast on the Land, then they are *Wreck*; and of these three Things the Admiral hath Jurisdiction, but not of *Wreck*, because that is on Land, and in the County where the Common Law takes Place, and therefore may belong to a Lord of a Manor, by Prescription, as well as by Grant. *5 Rep. 106.*

See *Peat and a Day.*

Wrencholm, Co. Cumberland. Robert, Son of Alexander, held this Manor by keeping the King's Pigs,

English Copyholder. 597

Pigs, in Pawnage-time, until they are sold. *Inq.*
13 *Joh. Cumber. Blount* 70.

Wrinton, Co. Glamorgan. *Robert Jones, Esq;*
paid 3 s. 4 d. Rent of *Ward*, and *Castle-Gard-Silver*
to the Lord *Windsor* for half this Manor. *From a*
MS. Survey taken 1666. Penes Authorem.

Writtel, Co. Essex. The Tenants in this
Manor pay on *St. Leonard's Day*, 6 November, a
certain Rent called *Avage*, for the Privilege of
Pawnage in the Lord's Woods, viz. for every Pig
under a Year old a Halfpenny; for every Yearling
Pig One Penny; and for every Hog above a Year
old, Twopence. *Jac. Law Dict. sub. Tit. Avage.*

Within this Manor every reputed Father of a
Base Child pays to the Lord for a Fine 3 s. 4 d. and
this Custom is called *Childwit*. *Jac. Law Dict.*
sub Tit. Childwit.

Wymble, Co. Cambridge. This Manor is held
by Grand Serjeanty, to serve our Lord the King on
the Day of his Coronation, with the first Draught
of Drink in a silver gilt Cup, and receive the Cup
for his Fee. *Blount* 78.

Ward-Land contains about 20 Acres; but
Co. Lit. says it contains no certain Number of
Acres. *Co. Lit. 69. a.*

Year. A Copyholder makes a Lease for Years
not according to the Custom of the Manor, yet this
Lease is good, so as the Lessee may maintain an
Ejectment; for between the Lessor, and Lessee, and
all others, except the Lord of the Manor, the Lease
is good. *Owen's Rep. Downingham's Case.*

See **Assets, Assign. Common, Copyholder,**
Destroy, Lease.

Year and a Day. If the Owner of an Estray doth
not claim it within a Year and a Day, in such Case, it
being duly cried in the next Market-Towns at any

598 The Compleat, &c.

Time within the *Year*, the Goods are forfeited to the Lord of the Manor; so 'tis likewise in the Case of a *Wreck* at Sea; but there the *Year and a Day* shall be accounted from the Seisure; for tho' the Property of a *Wreck* is vested in the Lord before the Seisure, yet till then, and till he takes it into his Possession, the Owner cannot tell of whom to claim it. 5 Rep. Sir Henry Constable's Case.

See *Wreck*.

Wear, Day and Waste, is a Part of the King's Prerogative, whereby he hath the Profits of Lands and Tenements for a *Year and a Day* of those that are attainted of Petit Treason or Felony, whosoever is Lord of the Manor whereto the Lands or Tenements do belong; and the King may cause *Waste* to be made on the Tenements, by destroying the Houses, plowing up the Meadows and Pastures, rooting up the Woods, &c. (except the Lord of the Fee agree with him for the Redemption of such *Waste*.) afterwards restoring it to the Lord of the Fee. Staunf. Prærog. 44.

See *Gloucester*.

Wymouth, Co. Norfolk. This Town by Charter is bound to send to the Sheriffs of *Norwich* a hundred Herrings, which are to be baked in 24 Pies or Pasties, and thence delivered to the Lord of the Manor of *East-Carleton*, who is to convey them to the King. Camd. Brit. 458.

See *Carleton*.

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